



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
December 5, 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. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 5. APPROVAL OF MINUTES**
 - A. Minutes from Special City Commission meeting - October 25, 2023
 - B. Minutes from City Commission meeting - November 7, 2023
 - 6. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-203:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

7. **CONSENT AGENDA**

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

- A. **RESOLUTION NO. 2023-203:** A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-204:** A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-206:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE EMERGENCY BY-PASS PUMP (MODEL 4JSC-FT4) UNDER FLORIDA SHERIFFS' ASSOCIATION BID NUMBER FSA23-EQU21.0; DECLARING CERTAIN EQUIPMENT TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-207:** A RESOLUTION ACCEPTING THE PROPOSAL OF RELATION INSURANCE SERVICES OF FLORIDA, INC. REGARDING WORKERS' COMPENSATION CLAIMS ADMINISTRATION AND MEDICAL MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-208:** A RESOLUTION ACCEPTING THE PROPOSAL OF ZEN TENNIS, LLC REGARDING PROFESSIONAL SERVICES TO MANAGE AND OPERATE THE ORMOND BEACH TENNIS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-209:** A RESOLUTION AUTHORIZING AND APPROVING A RENT CREDIT AND A TEMPORARY RENT REIMBURSEMENT PLAN FOR GOLDEN EAGLE ASSOCIATES, INC. REGARDING THE OPERATION OF THE CONCESSION STAND AT THE ANDY ROMANO BEACHFRONT PARK; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-181:** A RESOLUTION ACCEPTING A PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **Intent of RFQ - Professional Services for EOC & Public Safety Complex Space Needs Analysis**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

- I. **Intent to Bid - Fleming Ave Drainage Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

- J. **Auto Renewal - Water/Wastewater Facility Sample Testing**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

- K. **Auto Renewal - Water Well Assessment and Rehabilitation**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

- L. **Auto Renewal - Process Control and Instrumentation (SCADA)**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

- M. **Auto Renewal - Pump & Motor Repair Services**

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

N. Auto Renewal - Aquatic Weed Control

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

O. Auto Renewal - Sports Agreements

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

P. Auto Renewal - Yellowstone Athletic Fields Maintenance

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

Q. Capital Improvement Plan Fiscal Year 2023-2024 through Fiscal Year 2027-2028 (Revised)

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

Disposition: Approve as recommended in the City Manager staff report dated December 5, 2023.

8. PUBLIC HEARINGS

A. ORDINANCE NO. 2023-56: AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; 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

- B. **ORDINANCE NO. 2023-57:** AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **ORDINANCE NO. 2023-58:** AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

October 25, 2023	5:30 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. PUBLIC HEARINGS**
 - A. RESOLUTION NO. 2023-193:** A RESOLUTION FINDING AND DETERMINING THAT THE DEVELOPER OF HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT HAS VIOLATED THE STATE OF FLORIDA LAND AND WATER ADJUDICATORY COMMISSION'S AMENDED FINAL ORDER, THE CITY OF ORMOND BEACH'S COMPREHENSIVE LAND USE PLAN AND DEVELOPMENT REGULATIONS, AND CHAPTER 380, FLORIDA STATUTES; AND DETERMINING AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director, (386) 676-3341

3. ADJOURNMENT

M I N U T E S

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 5:36 p.m., provided the invocation, and led the Pledge of Allegiance.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Ormond Beach Hunter's Ridge Development of Regional Impact (DRI)
- Notice of Noncompliance

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2023-193
A RESOLUTION FINDING AND DETERMINING THAT THE DEVELOPER OF HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT HAS VIOLATED THE STATE OF FLORIDA LAND AND WATER ADJUDICATORY COMMISSION'S AMENDED FINAL ORDER, THE CITY OF ORMOND BEACH'S COMPREHENSIVE LAND USE PLAN AND DEVELOPMENT REGULATIONS, AND CHAPTER 380, FLORIDA STATUTES; AND DETERMINING AN EFFECTIVE DATE.

Mayor Partington applied the oath to all in attendance speaking on the item.

Mr. Steven Spraker, Planning Director, provided background on the item and reviewed the development order for the city and Flagler County. He explained the State of Florida's amended final order requirements and stated the developer did not comply with the States amended final order. He noted per Chapter 380 of the Florida Statutes the city was required to enforce the order.

Mr. Spraker reviewed the city's jurisdiction and enforcement authority over the Hunter's Ridge lands within the city. He stated the five violations of the State Mandated Development of Regional Impact (DRI) and reviewed each individually. He discussed the required corrective action sought by the city including the developer to convey to the city and St. Johns River Water Management District (SJRWMD) in fee simple Parcel B,

prepare a hydroperiod restoration plan for Parcel B that is acceptable by the city and SJRWMD, and complete the work in accordance of the approved hydroperiod restoration plan. He reviewed the city's enforcement obligations.

Mr. Randy Hayes, City Attorney, clarified the meeting was a legislative hearing regarding the developer's non-compliance issues with the DRI and was not a quasi-judicial proceeding.

Mr. Philip Crawford, Attorney for the developer, reviewed the materials submitted to the City Commission provided in the agenda packet and noted the focal point was a 22-page response to the points raised by Mr. Spraker. He inquired to his length of allowed time; whereby, Mr. Hayes suggested 20 minutes noting the Commission could allow additional time. He stated the non-compliance was inaccurate and noted the current owners of Hunter's Ridge acquired ownership of the development in April of 2021. He reviewed the city's and Flagler County's DRI's, the 40 Grade easement, the conveyance of Parcel B, and the hydroperiod plan and activities. He reviewed the confusion the developer had regarding the non-compliance and questioned why the city did not raise the issues sooner since the work was completed. He reviewed the three contracts the city signed with the predecessor owner regarding the Hudson wellfield agreement, with Flagler County regarding utilities, and with Hunter's Ridge regarding utilities and indicated the city had contractual obligations to provide utilities. He discussed the reserved rights regarding Parcel B. He reviewed the city's potential enforcement actions and stated his opposition, and expressed hope to resolve the issues. He questioned why fee simple could not be conveyed with an easement. He stated SJRWMD informed the developer they were not ready for the land at the time and needed the permitting to be completed before they received the land. He explained the developer offered to put the deed in escrow and noted it was declined by city staff due to the easement. He stated the hydroperiod work was done and no longer required for the city.

Mr. Crawford expressed concerns regarding the city's opposition to provide utilities to future developments on the west end of the city and the 2023-2024 fiscal year (FY) budget approval. He questioned if the city planned to put wells on the land of Parcel B. He stated the developer was willing to work with the city to be in compliance. He noted the developer would not apply for any further homes within the city as the development within the city was built out.

Mr. George Carter, 99 Carter Trail, discussed the easements along the 40 Grade. He expressed concerns regarding flooding in the area.

Mr. Joe Perez, 54 Hunt Master Court, reviewed his background with comprehensive plans and DRI'. He discussed the potential uses of Parcel B and potential educational use. He encouraged the Commission to work with the developer to resolve the issues.

Mr. Ryan Sherill, 1365 Shedd Lane, voiced concerns regarding the road conditions, lack of accessibility for Emergency Services vehicles, and flooding.

Mr. Sean Moylan, 1769 East Moody Boulevard, Bunnell 32110, Flagler County Deputy County Attorney, stated Flagler County was a party to the issue and requested five minutes to present; whereby, Mayor Partington confirmed the City Commission was agreeable to five minutes. He indicated the hydroperiod plan and actions were completed on the Flagler County end. He explained the Flagler County Development Order was amended in 2010 to require access to the Flagler County conservation lands. He discussed the Flagler County easement and other easements along 40 Grade. He noted discussions he had with Mr. Hayes and news articles on the topic. He explained Flagler County had no plans to pave 40 Grade and noted Flagler County would be open to a conversation about restricting the easement in place. He expressed concerns regarding the denial of utilities in the Flagler County areas.

Mr. Adam Mengel, 1769 East Moody Boulevard, Bunnell 32110, Flagler County Growth Management Director, reviewed the steps needed for any improvements to 40 Grade, noting safety concerns of 40 Grade. He provided a letter of response to the City Clerk and a copy of the Water Wastewater Retail Agreement.

Mr. Max Garcia, 805 Dylan Trail, expressed concerns regarding flooding in the area.

Mr. Mike Cowherd, 505 Shedd Lane, encouraged the Commission to work with Flagler County to address to the flooding concerns in the area.

Mr. Wayne Griffin, Hunter’s Ridge Homeowner Association President, stated there were many easements along 40 Grade and discussed the conservation lands.

Ms. Kim Booker, Attorney for developer, explained in April of 2021, the city made an application for special use of wells on the conservation lands in Flagler County under the Flagler DRI, which was approved in June of 2021, and noted that was in violation of the joint stipulation which prohibits wells. She reviewed all the easements, meetings with the city regarding the easements and wells, meetings with other affiliated parties, and conservation easement steps. She reviewed the agreements the city had with other affiliated parties including Flagler County. She requested the Commission review the non-compliance notice and consider all the facts presented by the developer’s attorneys.

Mr. Shawn Finley, Public Works Director, stated the city was in the process of renewing the consumptive use permit, which initiated the city to look for additional areas for future wells and noted the city was mainly focusing on the southern side of Airport Road.

Mr. Hayes stated there was a lot of extraneous information provided by non-city staff members and provided a summary of the State Mandated DRI. He stated it was undisputed that the conservation lands were not conveyed to the city. He reviewed the obligations and violations of the DRI and comprehensive plan related to the easement. He noted the meetings that were held with the developer and other invested entities. He discussed the 40 Grade, restoration plan, the restoration work from the Shadow Crossings development, Parcel B inspections, and reviewed the timeline of the agreements and easement. He discussed the points made by Ms. Booker.

Commissioner Persis moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-193, on first reading, as read by title only.

Commissioner Briley clarified the easement was created by the developer in 2010 to Flagler County regarding the 40 Grade; whereby, Mr. Hayes stated Flagler County had the Flagler County DRI amended to impose the public road easement as a condition. Commissioner Briley inquired about the Hudson Wellfield; whereby, Mr. Finley stated they were established around 1988, before the DRI was established. Commissioner Briley noted there were wells in other conservation land areas in the city; whereby, Mr. Finley stated any wells would go through the permitting process with the SJRWMD.

Commissioner Sargent inquired about the restoration work for Parcel B and if it would help with the flooding issues in the surrounding areas; whereby, Ms. Kimberly Buck, Project Engineer for developer, stated the restoration plans could block water from discharging into the canals to help rehydrate the wetland areas.

Commissioner Tolland asked about the annual report to the city; whereby, Ms. Buck stated the reports from 1998 outlined the restoration work was under design, and in 1999 the report indicated the work was completed.

Mayor Partington inquired how large of a road could fit on a 60-foot easement; whereby, Mr. Spraker stated it would be a two-lane roadway. He expressed support of the non-compliance, the importance of the issue, and protection of the residents.

Commissioner Tolland, Commissioner Persis and Commissioner Sargent voiced their support of the non-compliance.

Commissioner Sargent requested assistance for the residents and their flooding issues.

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 #11 – Adjournment

The meeting was adjourned at 7:40 p.m.

APPROVED: December 5, 2023

Bill Partington, Mayor

Susan Carroll Dauderis,
City Clerk

**MINUTES
ORMOND BEACH CITY COMMISSION
HELD AT 1687 WEST GRANADA BOULEVARD**

November 7, 2023	6:00 p.m.	Calvary Christian Center
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Attorney Randy Hayes, Assistant City Manager Claire Whitley and Assistant City Clerk Taylor Lochert.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Hometown Heroes
 - B. National Native American Heritage Month
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - October 17, 2023
- 7. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-195:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT FOR STREETSCAPE AND BANDING REPAIR WITH P&S PAVING, INC. REGARDING THE GRANADA BLVD. STREETSCAPE BANDING REPAIR PROJECT, UNDER BID NO. 2022-19; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. (SEE ITEM 8A)

Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292
- 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. 2023-195:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT FOR STREETSCAPE AND BANDING REPAIR WITH P&S PAVING, INC. REGARDING THE GRANADA BLVD. STREETSCAPE BANDING REPAIR PROJECT, UNDER BID NO. 2022-19; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Shawn Finley, Public Works Director, (386) 676-3292
 - B. **RESOLUTION NO. 2023-196:** A RESOLUTION AUTHORIZING A WAIVER OF RESIDENTIAL GARAGE SALE PERMITS AND FEES AS PART OF THE 15TH ANNUAL SUPER SCENIC 150-MILE

GARAGE SALE ON THE BEACHSIDE FROM THE NORTH CITY LIMITS TO THE SOUTH CITY LIMITS FROM THE HALIFAX RIVER TO THE ATLANTIC OCEAN ON SATURDAY, NOVEMBER 18, 2023 FROM 8:00 A.M. TO 2:00 P.M.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-197:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE STATE OF FLORIDA, OFFICE OF THE ATTORNEY GENERAL REGARDING FUNDING FOR THE CITY'S VICTIM'S ADVOCATE PROGRAM; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- D. **RESOLUTION NO. 2023-198:** A RESOLUTION ACCEPTING THE QUOTE FROM OWENS ACCREDITATION SERVICES, LLC REGARDING ACCREDITATION SERVICES FOR THE POLICE DEPARTMENT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-199:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF PARTS AND SERVICE FROM PARKSON CORPORATION FOR THE CITY'S AQUA GUARD SELF-CLEANING BAR/FILTER SCREEN AT THE WATER RECLAMATION FACILITY; AUTHORIZING THE EXECUTION OF A CONTRACT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-200:** A RESOLUTION AUTHORIZING A WORK AUTHORIZATION AND ADDITIONAL FUNDING TO ANDRITZ SEPARATION, INC. FOR THE REPAIR OF THE CENTRIFUGE UNIT AT THE WATER TREATMENT PLANT; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-201:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING THE INSTALLATION OF LED LIGHTING AT THE ORMOND BEACH SPORTS COMPLEX FOR THE SOFTBALL QUAD; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2023-202:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION TO THE COUNTY OF VOLUSIA UNDER THE ECHO GRANTS-IN-AID PROGRAM FOR FUNDING ASSISTANCE REGARDING THE RENOVATION OF BASEBALL FIELDS 2-5 AT THE NOVA COMMUNITY PARK; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

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

I. FEMA Flood Mitigation Assistance Program Grant Application

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

Disposition: Approve as recommended in the City Manager staff report dated November 7, 2023.

J. Auto Renewal - Golden Eagle (at Andy Romano Beachfront Park)

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

Disposition: Approve as recommended in the City Manager staff report dated November 7, 2023.

9. PUBLIC HEARINGS

- A. ORDINANCE NO. 2023-51:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- B. ORDINANCE NO. 2023-52:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- C. ORDINANCE NO. 2023-53:** AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

- D. ORDINANCE NO. 2023-55:** AN ORDINANCE AUTHORIZING THE

EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE “TOMOKA RESERVE” SUBDIVISION, AUTHORIZING THE DEVELOPMENT OF 272 LOTS ON 147.94+ ACRES TO BE LOCATED AT 20 TOMOKA OAKS BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION 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. 2023-54:** AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); GRANTS FUND (116); 2010 BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); RENEWAL & REPLACEMENT FUND (409); SOLID WASTE FUND (460); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

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

11. REPORTS, SUGGESTIONS, REQUESTS

12. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

Mayor Partington called the meeting to order at 6:10 p.m.

Item #2 – Invocation

Chaplain Sam Mercado, Advent Health, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Hometown Heroes

Mayor Partington presented a proclamation to Deputy Fire Chief Nate Quartier and Police Captain Chris Roos in honor of the Hometown Heroes Military Appreciation Banner program and proclaimed November 2023 as a time to celebrate the Hometown Heroes.

Item #5 – Audience Remarks

Ms. Melissa Horan, 1010 Seashell Court, discussed her experience with public safety concerns in small towns and encouraged the City Commission to mitigate potential risks.

Ms. Lindsey Pate, 40 Wild Cat Lane, expressed gratitude towards Mayor Partington and City Manager, Ms. Joyce Shanahan, for their support of the residents in their opposition

of the Belvedere Fuel Farm at the Volusia County Council meeting on November 7, 2023.

Ms. Rebecca Mangali, unincorporated Volusia County, discussed misconceptions regarding the Belvedere Fuel Terminals and fuel prices.

Mr. Kason McFarren, unincorporated Volusia County, thanked the Commission for their work regarding the Belvedere Fuel Farm.

Ms. Connie Colby, 108 Roble Lane, requested the agenda items have more details on the agenda to help with transparency and discussed the potential relocation of the police station.

Volusia County Council Member Troy Kent, 130 Magnolia Drive, thanked the Commission and staff for their support of the dog friendly beach in Volusia County.

Commissioner Briley thanked Council Member Kent for his work on the dog friendly beach.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes of the October 17, 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 Sargent moved, seconded by Commissioner Briley, for approval of the October 17, 2023, City Commission meetings minutes.

The motion passed by voice vote.

Item #7 – Community Redevelopment Agency

Mayor Partington advised the following items were Community Redevelopment items. He explained the City Commission served as the Community Redevelopment Agency (CRA) of the city and must review the item and make a recommendation as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 6:31 p.m.

Item #7A – Granada Boulevard Streetscape Sidewalk Banding Repair Contract Modification

Assistant City Clerk Taylor Lochert read by title only:

RESOLUTION NO. 2023-195

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING AND AUTHORIZING THE EXECUTION OF AN AMENDMENT TO AGREEMENT FOR STREETScape AND BANDING REPAIR WITH P&S PAVING, INC. REGARDING THE GRANADA BLVD. STREETScape BANDING REPAIR PROJECT, UNDER BID NO. 2022-19; AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8A)**

Commissioner Persis moved, seconded by Commissioner Sargent, for recommendation of Resolution No. 2023-195, as read by title only.

The motion passed by voice vote.

Mayor Partington closed the public hearing, adjourned the CRA meeting, and reconvened the City Commission meeting at 6:32 p.m.

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.

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

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

Comments on the Consent Agenda

Commissioner Sargent expressed his support of Items 8G and 8H regarding Volusia County ECHO grants for the Sports Complex Softball Quad LED lighting and Nova Community Park Fields restoration.

Item #9 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #9A – Partial Right-of-Way Vacation, Benton Street

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-51
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-51, 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 #9B – Partial Right-of-Way Vacation, Hammond Street

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-52
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-52, on second reading, as read by title only.

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

Carried.

Mayor Partington

Yes

Item #9C – Partial Right-of-Way Vacation, Rosemary Street

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-53
AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, 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; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR RECORDATION AND TRANSMITTAL; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Briley, for approval of Ordinance No. 2023-53, on second reading, as read by title only.

Call Vote:

Commissioner Briley

Commissioner Tolland

Commissioner Sargent

Commissioner Persis

Yes

Yes

Yes

Yes

Carried.

Mayor Partington

Yes

Mayor Partington recessed the Public Hearing at 6:37 p.m.

Item #10 – Public Hearings

Item #10A – FY 2022-23 Budget Amendments

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-54
AN ORDINANCE AMENDING THE ANNUAL BUDGET FOR FISCAL YEAR 2022-2023 BY AMENDING THE GENERAL FUND (001); DOWNTOWN REDEVELOPMENT TRUST FUND (104); STORMWATER UTILITY FUND (107); AIRPORT FUND (108); LOCAL LAW ENFORCEMENT TRUST FUND (109); PENSION CONTRIBUTION PASS THROUGH FUND (113); RECREATION FACILITY FEE FUND (115); GRANTS FUND (116); 2010 BEACHFRONT PARK BOND FUND (220); CAPITAL IMPROVEMENTS FUND (301); EQUIPMENT RENEWAL & REPLACEMENT FUND (302); PUBLIC SAFETY VEHICLE & EQUIPMENT FUND (305); TRANSPORTATION IMPROVEMENTS FUND (308); FACILITIES RENEWAL & REPLACEMENT FUND (317); WATER AND WASTEWATER FUND (401); RENEWAL & REPLACEMENT FUND (409); SOLID WASTE FUND (460); AND THE GENERAL LIABILITY FUND (504); AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Persis, for approval of Ordinance No. 2023-54, on second reading, as read by title only.

Call Vote:

Commissioner Tolland

Commissioner Sargent

Commissioner Persis

Commissioner Briley

Yes

Yes

Yes

Yes

Carried.

Mayor Partington

Yes

Mayor Partington reconvened the Public Hearings at 6:39 p.m.

Item #9D – Tomoka Reserve, Issuance of a Development Order

Assistant City Clerk Taylor Lochert read by title only:

ORDINANCE NO. 2023-55
AN ORDINANCE AUTHORIZING THE EXECUTION AND ISSUANCE OF A PLANNED RESIDENTIAL DEVELOPMENT DEVELOPMENT ORDER FOR THE “TOMOKA RESERVE” SUBDIVISION, AUTHORIZING THE

DEVELOPMENT OF 272 LOTS ON 147.94+ ACRES TO BE LOCATED AT 20 TOMOKA OAKS BOULEVARD; ESTABLISHING CONDITIONS AND EXPIRATION OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Mr. Randy Hayes, City Attorney, provided background on the item and noted the item was for an application for a development under a Planned Residential Development (PRD) zoning district. He explained it was a quasi-judicial proceeding, and noted the Commission should review the application against the Land Development Code and Comprehensive Plan, while keeping in mind the relevant evidence. He recommended any witnesses who wished to testify take an Oath. He requested the Commission consider accepting two stipulations including the professionals who would testify on behalf of the parties were qualified to do so and to allow the Tomoka Oaks Home Owners Association (HOA) to participate in the proceeding as a party-intervenor. He reviewed the order of business including time allotment for all involved parties to speak and voting conflicts.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the two stipulations presented by Mr. Hayes.

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

Commissioner Persis moved, seconded by Commissioner Tolland, to swear in all witnesses who wished to testify.

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

Mayor Partington requested Court Reporter Shilah Blakeney provide the Oath to all who wished to testify.

Ms. Blakeney provided the Oath.

Mr. Spraker reviewed the existing land use, the application process, the process of the development and at what future stages it would go back before the Commission. He discussed the characteristics of the property and proposed designs of the development. He noted the concerns of the residents and the Planning Board’s recommendation of denial.

Mr. Rob Merrell, Cobb Cole Law Firm, discussed the Growth Management Act and how it relates to the project and the city’s Comprehensive Plan. He discussed the meetings held by the developer and the input provided. He reviewed the developer’s team expert qualifications and their reports provided. He discussed the two outstanding items from staff’s recommendation including the proposed buffer. He stated there was a pending application for the R-2 zoning to match the Tomoka Oaks subdivision zoning, noting it was not preferred by the developer.

Mr. Dennis Bayer, party-intervenor, expressed appreciation to the developer for working with the residents of the community. He adamantly disagreed with the application of the R-2 application. He discussed the uniqueness of the property and the expectations of the homeowners in the Tomoka Oaks subdivision. He noted the requests the HOA made to the developer, traffic issues, Planning Board recommendation, property entitlements, zoning and potential zoning.

Mr. Tom Harowski, party-intervenor, provided his background and summarized the issues the residents had with the proposed development including compatibility, density, design standards, lot sizing, traffic, and sidewalks.

Ms. Carolyn Davis, 46 Oakmont Circle, thanked Mr. Spraker for his professionalism and assistance. She discussed the 2006 PRD hearing and the covenants and restrictions that accompanied the development order.

Mr. Kirk Thrush, 1 Tomoka Oaks Boulevard unit 106, expressed concerns regarding the covenants and restrictions, traffic, and proposed the city provide a solution involving the Riverbend Golf Course.

Ms. Denise White, 9 Fox Run Trail, voiced concerns regarding health, safety, welfare, quality of life of the surrounding residents, and traffic.

Mr. Dale Ryals, 20 Eagle Court, explained her concerns regarding lack of hospital infrastructure, density of proposed project, cohesive look, and water use.

Ms. Ashley DuFrene, 118 North Saint Andrews Drive, expressed opposition of the proposed project and voiced concerns regarding density and the R-2 application. She referred to articles within the Land Development Code and provided a photo of her unobstructed view.

Ms. Angie Shull, 110 Deer Lake Circle, discussed her background with the city and expressed concerns regarding density and traffic.

Mr. Dick Reed, 16 Stone Quarry Trail, encouraged the Commission to buy the property and make the land a public golf course.

Mr. Jim Cameron, 39 Laurel Oaks Circle, expressed support of the proposed development.

Ms. Kristin Deaton, 80 Shadowcreek Way, encouraged the Commission to listen to the residents and the Planning Board's recommendation.

Mayor Partington recessed the City Commission meeting at 8:00 p.m.

Mayor Partington reconvened the City Commission meeting at 8:10 p.m.

Mr. Jim Rose, 21 Eagle Court, stated he was the chairman of the Golf Course Committee of the Tomoka Oaks HOA, and provided his background with the project. He requested the Commission deny the developers request.

Mr. Jeff Boyle, 614 North Halifax Drive, discussed the Planning Board's recommendation. He expressed concerns regarding traffic, protected covenants and requested the Commission deny the request.

Ms. Darla Widnall, 7 Shawnee Trail, voiced concerns regarding an emergency evacuation plan and traffic. She provided a handout to the Commission.

Mr. Tyler Brown, 90 North Saint Andrews Drive explained his concerns regarding the density calculations, lot sizes, and conservation space.

Mr. Paul Hughes, 4 Lauren Court, voiced concerns regarding an evacuation route, infrastructure, traffic, and the proposed project being a gated community.

Mr. Paul Maybeck, 15 Pine Valley Circle, summarized an email he sent that was provided to the Commission which included concerns on sidewalks, traffic and removal of trees.

Mr. Rick Rickards, 1 Tomoka Oaks Boulevard, stated he was opposed to the development noting concerns of broken promises.

Mr. Tom Fitzgibbon, 51 South Saint Andrews Drive, expressed concerns regarding property values and traffic.

Ms. Denise Corley, 51 South Saint Andrews Drive, voiced concerns regarding the nature, environment, and quality of life. She encouraged the Commission to vote no on the project.

Ms. Michelle Zirkelbach, 328 River Bluff Drive, stated she provided a handout to the Commission and reviewed concerns regarding density calculations and compatibility.

Ms. Caitlyn Casey-Parker, 32 Pebble Beach Drive, expressed concerns regarding density, traffic, and wildlife impacts.

Mr. Robert Banker, 1 Tomoka Oaks Boulevard, stated he did not believe the development fit the neighborhood and expressed concerns regarding density and property values.

Ms. Jessica Vitale, 7 Eagle Drive, indicated concerns regarding project location, density, traffic, construction noise, greenspace, natural buffers, and potential title restrictions.

Ms. Barbara Doliner, 108 South Saint Andrews Drive, expressed concerns regarding the developer and the project.

Ms. Missy Herrero, 111 North Saint Andrews Drive, voiced concerns regarding the density calculations, traffic study, lot sizes, lack of compatibility, and lack of hospital infrastructure.

Mr. Tyler Travis, 888 Willow Run, expressed support of the development.

Mr. Bayer reviewed the Planning Board recommendation, noting concerns of traffic and density.

Mr. Merrell stated he had a team available for any questions. He reviewed potential options if the project was denied.

Commissioner Briley thanked the residents and Mr. Spraker for their work on the project. He questioned if the golf course was originally part of Tomoka Oaks, if the proposed development would be in Tomoka Oaks as its own development and inquired if the development would be considered a re-plat of the existing subdivision; whereby, Mr. Spraker explained the golf course was platted as its own separate parcel and not part of the Tomoka Oaks subdivision. Commissioner Briley expressed concerns regarding the subdivision's ingress and egress; whereby, Mr. Spraker stated there would need to be multiple access points and noted the proposed plan did have an emergency access identified. Commissioner Briley discussed the access points and inquired if The Trails subdivision could be gated; whereby, Mr. Spraker stated that would need to go through the site plan process, amendments to the plats, and homeowners' agreements.

Commissioner Briley asked about the distance between Nova Road and the Escondido apartments; whereby, Mr. Sans Lassiter, Lassiter Transportation Group, reviewed the traffic study and traffic light needs. Commissioner Briley expressed concerns regarding traffic in peak hours and during times the train went through the area.

Mr. Lassiter explained the traffic light would have preemption noting that would help mitigate traffic backups during the times the train went through the area. He reviewed the traffic analysis.

Commissioner Briley discussed the vehicular and pedestrian conflicts within the current subdivisions. He reviewed the weight capacity for the Misner's Trail bridge, expressed concerns for the structure of the bridge and inquired who maintained the bridge; whereby, Mr. Shawn Finley, Public Works Director, indicated the Florida Department of Transportation (FDOT) inspects the bridge annually and the city maintains it.

Commissioner Persis inquired about the time of day the traffic study was completed; whereby, Mr. Lassiter noted it was completed in the morning and afternoon. She stated she traveled to the subdivisions during peak hours and noted the current traffic concerns. She inquired if the developer was willing to significantly reduce the number of homes in the development, increase the lot sizes, and irrigate the buffers; whereby, Mr. Merrell asked what significant meant. Commissioner Persis clarified the prior Commission agreed to 122 homes in 2006; whereby, Mr. Merrell stated the 2006 plan was no longer an option and 122 homes would not work for the project.

Mr. Carl Velie, property owner, explained all the costs associated and noted they needed the number of lots to be profitable, and discussed the landscaping aspect of the buffer of the proposed project.

Commissioner Sargent inquired what the maximum height of the homes would be; whereby, Mr. Merrell stated the same as the R-2 zoning. Commissioner Sargent inquired if the sidewalks could be consistent with the other subdivisions; whereby, Mr. Merrell stated there would be sidewalks throughout the property and would be open to the

residents of the Tomoka Oak subdivision. Commissioner Sargent expressed the residents concerns of density and lot sizing.

Commissioner Tolland inquired about the calculations of the density; whereby, Mr. Spraker stated the calculations for the density of Tomoka Oaks subdivision could not include the 84 acres that had an open-space conservation zoning which did not allow for density. He reviewed the calculations for both subdivisions. She asked about the golf course; whereby, Mr. Hayes stated when the golf course was constructed it had a restrictive covenant which prohibited development, noting it did allow the HOA to release the covenant. He explained the release happened in 1976. She inquired about the natural buffer; whereby, Mr. Don Spence, on behalf of applicant, stated the buffer would take ten years for the trees to reach maturity and the shrubs would take about five years.

The entire Commission disclosed they met individually with the development team and several residents and discussed the types of meetings held.

Mr. Hayes reminded the Commission the item before them was an application for a development order under PRD zoning. He noted the Commission’s decision should be based on if the development met the competent substantial evidence standard including conforming to the Land Development Code and Comprehensive Plan, the development will not adversely impact the environment, the development will not substantially or permanently depreciate the value of the surrounding property, adequate public facilities, ingress and egress traffic safety, the development is a functional use of space, provides for safety of occupants and visitors, and the proposed use of materials and architectural features will not adversely impact the neighborhood aesthetics. He reviewed potential options for the Commission.

Commissioner Persis discussed concerns regarding ingress and egress, traffic and environmental impact. She stated she would vote no on the item, and stated she would like to deny the request or send back to the Planning Board for the developers to include a substantial reduction in density, similar to the approved PRD from 2006.

Commissioner Sargent reviewed the issues he had including traffic, pedestrian safety, and density. He stated he would support sending the item back to the Planning Board in hopes of a plan similar to the 2006 approved PRD.

Commissioner Tolland expressed concerns regarding pedestrian safety, compatibility with surrounding neighborhoods, density, natural buffer, and traffic. She indicated support of a plan similar to the 2006 approved PRD.

Commissioner Briley stated concerns for the compatibility, lot sizes, and density. He agreed the item should go back before the Planning Board.

Mayor Partington supported the item being remanded to the Planning Board and expressed concerns regarding density and traffic.

Commissioner Persis moved, seconded by Commissioner Tolland, to remand the item to the Planning Board for further consideration.

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

Mayor Partington closed the public hearings.

Item #10 – Reports, Suggestions, Requests

Events, Compliments, and Announcements

Ms. Claire Whitley, Assistant City Manager, reviewed upcoming events including a Veterans Day celebration luncheon, HOme for the HOlidays parade, and Ormond Beach MainStreet Riverfest.

Commissioner Tolland thanked residents, staff, and the Planning Board regarding the Tomoka Reserve item, Belvedere Fuel Farm, and Hunter’s Ridge.

Commissioner Sargent discussed an incident from earlier in the day involving the Ormond Beach Police Department. He thanked Mr. Spraker for his hard work.

Commissioner Persis thanked Mr. Spraker, Mr. Hayes, Ms. Whitley and City Manager Joyce Shanahan.

Commissioner Briley reviewed events he attended including the ribbon cutting for the dog section of the Volusia County beach and Hometown Heroes drive-thru lunch.

Item #11 – Adjournment

The meeting was adjourned at 10:11 p.m.

APPROVED: December 5, 2023

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-203
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Ormond MainStreet FY 2023-24 Funding Agreement		
Summary:	This item requests approval of the Fiscal Year (FY) 2023-2024 Service Agreement with Ormond Beach MainStreet (MainStreet) in the amount of \$70,000, for the purpose of performing services that support business growth, encourage the use and development of an Arts District, promote the Ormond MainStreet District, and conduct special events to attract visitors to experience the downtown. Each year MainStreet performs work pursuant to a contract with the City for services more appropriately done by a non-government organization. The contractual work includes marketing, promotions, weekly Farmers Market, merchant support, and events designed to increase foot traffic into the downtown and bolster the City's reputation as a vital, interesting, and welcoming destination. MainStreet continues to better the experience for visitors to the downtown district through events, partnerships with other organizations, supporting the City in capital projects, grant and mural reviews. MainStreet has provided a summary of activity in an attached activity report.		
Financial Impact:	Funds for the service agreement with MainStreet in the amount of \$70,000 are included in the FY 2023-2024 budget, Fund 104-Downtown Community Redevelopment Area.		
Citizen Impact:	MainStreet has been critical in the success and revitalization of the downtown area through numerous commercial, cultural, and civic activities that attract visitors and residents of all ages.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the fiscal year 2023-24 Service Agreement with Ormond MainStreet, \$70,000.		

Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 23-203 OB Mainstreet 23-24 Agmt (P23-0225G) 2. FY2023-24 Agreement, OB Main Street Agmt 3. Exhibit A, CRA Area 4. 22-23 Letter of Transmittal 5. 22-23 activity report final	
Approval:	Kelly McGuire, Finance Director 11/9/2023 Claire Whitley, Assistant City Manager 11/9/2023 Joyce Shanahan, City Manager 11/15/2023	

RESOLUTION NO. 2023-203

A RESOLUTION OF THE CITY COMMISSION, INDIVIDUALLY AND ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, AUTHORIZING THE EXECUTION OF AN ANNUAL SERVICE AGREEMENT FOR ORMOND BEACH MAIN STREET, BETWEEN THE CITY/AGENCY AND ORMOND BEACH MAIN STREET, INC., FOR THE PROMOTION OF ECONOMIC, PHYSICAL AND AESTHETIC REDEVELOPMENT AND MAINTENANCE OF THE ORMOND BEACH MAIN STREET DISTRICT; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Ormond Main Street, Inc. have, since February 6, 1996, entered into an annual agreement for the purpose of promoting economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, and

WHEREAS, the Ormond Beach Main Street District is part of the City's Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission approved Resolution 84-74 in accordance with section 163.357, Florida Statutes, designating itself as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, and

WHEREAS, the City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, desires to renew a Service Agreement with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District, a copy of the 2023-24 Service Agreement for Ormond Main Street being attached hereto and incorporated herein by reference, and,

WHEREAS, the City Commission finds that the allocation of public funds to Ormond Main Street, Inc. for the purposes that are stated in the agreement serves a clearly identifiable and concrete public purpose as the primary objective, has a reasonable expectation that such purpose will be substantially and effectively accomplished, and that the public funds are not provided for general functions or purposes of Ormond Main Street, Inc. The City Commission further finds that the purposes described herein are consistent with the legal principles described in O'Neill v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975), now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY FOR THE CENTRAL BUSINESS DISTRICT AND ADJACENT AREAS, THAT:

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the Service Agreement on behalf of the City/Agency with Ormond Main Street, Inc., for the promotion of economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street District. The City Commission, individually and acting as the Community Redevelopment Agency for the Central Business District and areas adjacent thereto, further ratifies and affirms all preceding agreements between the City and Ormond Main Street, Inc., regarding the Ormond Beach Main Street District.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON

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

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

**2023-24 SERVICE AGREEMENT
FOR ORMOND MAIN STREET**

THIS AGREEMENT is made by and between the **CITY OF ORMOND BEACH** ("**CITY**"), a Florida municipal corporation **COMMUNITY REDEVELOPMENT AGENCY** for the Central Business District and adjacent areas as created by Resolution 84-74 ("**AGENCY**"), and **ORMOND MAIN STREET, INC. ("OMSI")**, a Florida non-profit corporation, for the purpose of promoting the economic, physical and aesthetic redevelopment and maintenance of the Ormond Beach Main Street district depicted in Exhibit "A" hereto, inconsideration of the terms and conditions described as follows.

- 1. Recitals.** The recitals described above are incorporated herein by reference and are part of this Agreement.
- 2. Public Purpose.** The allocation and expenditure of public funds herein provided are intended to serve clearly identifiable and concrete public purposes as the primary objective of this agreement, has a reasonable expectation that such public purposes will be substantially and effectively accomplished, and that the public funds provided herein are not to be used for general functions or purposes of OMSI. The parties determine that the use of the public funds are intended to satisfy the "public purpose" principles established in O'Neil v. Burns, 198 So.2d 1 (Fla. 1967) and Florida Attorney General Opinion 75-221 (July 24, 1975)."
- 3. Term.** This Agreement shall be effective on the date it is last signed by the undersigned parties and shall continue in effect through and including September 30, 2024. Thereafter, this Agreement may be renewed for additional one (1) year periods based upon the fiscal calendar of the **CITY/AGENCY**, which fiscal year begins on October 1st of a given year and ends on September 30th of the following year.
- 4. Responsibilities of the Respective Parties.** The OMSI shall be responsible for the following:

- a) Advertising the Ormond Main Street District, its brand, businesses, events and opportunities via all traditional media avenues, as well as social media and internet sites;
- b) Provide the opportunity for four (4) advertising grants for new businesses this fiscal year;
- c) Improve and upgrade as required the web sites devoted to Main Street, Arts District and Farmer's Market and associated social media sites;
- d) Conducting Riverfest Seafood Festival, Granada Grand Festival of the Arts, Taste of Ormond, and the Ormond Beach Celtic Festival as the four major community events of the fiscal year;
- e) Maintain and improve Community Redevelopment Agency district maps for tourism, as well as arts and culture. These maps may be print or digital;
- f) Strengthen the Arts District: OMSI continues to work to provide increased opportunities for artists, both visual and performing, to produce creative work here in Ormond Beach. Anticipated projects include:
 - i. Expanding the Granada Grand Festival of the Arts to a full weekend event.
 - ii. Encouraging and seeking opportunities for murals within the downtown district.
 - iii. Supporting an additional two small arts events during the year.
 - iv. Providing a rotating gallery space for local artists at the new OMSI office.
 - v. Assisting Planning Department staff with district 'aesthetic improvements' projects including traffic cabinet box wraps and the Granada Bridge painting capital improvement.
- g) Create and maintain effective events to bring increased foot traffic and public awareness to the district.

For the services rendered above, the **CITY/AGENCY** shall pay to OMSI, \$70,000.00 in installments of \$17,500.00 on December 15th, January 1st, April 1st, and July 1st. Such payments shall be considered a fee for service and are not to be used for normal organizational operational costs.

5. Main Street Core Responsibilities: Funds generated by OMSI through membership, special events and fundraising shall be used to cover expenses for the following:

- a) Maintaining and seeking to expand membership.
- b) Implementation of new events.
- c) Maintenance of the Farmers Market.
- d) Administrative costs including participation in Florida Main Street and National Main Street.
- e) A monthly e-newsletter promoting business and activity in the CRA district.
- f) Collecting and disseminating data, providing assistance to various OMSI and CITY/AGENCY committees and workshop groups, and attending various meetings relative to such tasks.
- g) Assisting with the maintenance and update of data related to CRA district properties, including vacancies and business changes.
- h) Promoting the Ormond Beach Main Street District program, thereby increasing the base for new business development.
- i) Assist applicants for Property Improvement Grants and CITY/AGENCY staff with the TIF funding process in the Ormond Beach Main Street District.
- j) Assist applicants developing in the downtown and CITY/AGENCY staff with SPRC meetings for all projects in the Ormond Beach Main Street District.
- k) Assist in recruiting and retaining businesses.
- l) Encourage property owners to redevelop property and recruit businesses to fill vacant spaces.
- m) Assist CITY/AGENCY staff with the review/design/implementation of downtown capital projects.

6. Board Appointment. The City Manager and City Commission shall each be entitled to appoint one (1) member to the Board of Directors of OMSI.

7. **Termination of Agreement.** Either party may terminate this Agreement without cause upon giving the other party at least sixty (60) days prior written notice of the intention to terminate this Agreement.
8. **Relationship of Parties.** Neither the **CITY/AGENCY** (including any of its elected or appointed officers, employees, agents or other representatives) nor **OMSI** (including any of its directors, officers, employees, agents or other representatives) are the employee, agent, or other representative of the other party; and all activity performed by either party pursuant to and in furtherance of this Agreement, whether directly or indirectly related to this Agreement, shall constitute the separate and independent act of the respective party performing said act.
9. **Liability and Indemnification.** **OMSI** shall fully defend, indemnify, save, and hold the **CITY/AGENCY** (including its elected and appointed officers, employees, agents, and other representatives) harmless from and against all suits, action, claims, proceedings, demands, or liability of any nature whatsoever (including attorney's fees through and including all appeals), arising from injury, loss, or damage to any person or property, which is directly or indirectly caused by or results from any act or negligence of **OMSI** (including its directors, officers, employees, agents and other representatives).
10. **Miscellaneous. OMSI shall:**
 - a) Obtain and maintain at its sole expense, all applicable licenses, permits and certificates which are necessary to discharge **OMSI**'s duties under this Agreement.
 - b) Be solely responsible for paying all costs relative to the discharge of its duties under this Agreement, except as otherwise indicated herein.
 - c) Comply with all applicable federal, state, and local laws, rules, and regulations.

- 11. Florida Public Records Law.** Main Street 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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in 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.
 - d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
- 12. Assignment.** Neither this Agreement nor any part thereof may be assigned to any other person or entity without the prior written consent of the City Commission.
- 13. Sovereign Immunity.** The **CITY/AGENCY** expressly retains all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the **CITY/AGENCY**.
- 14. Complete Agreement.** This Agreement constitutes the entire and complete agreement by and between the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
- 15. Amendments.** This Agreement may not be amended unless such changes are reduced to writing, which amendments must be approved by the City Commission, and signed by both parties.

IN WITNESS WHEREOF, the undersigned parties have caused this Service Agreement to be signed on the dates indicated here in below.

DATED this ____ day of _____, 2023.

WITNESSES:

CITY OF ORMOND BEACH, a Florida
municipal corporation acting as the
**CITY OF ORMOND BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Signature: _____
Print Name: _____

By: _____
BILL PARTINGTON
Mayor, City of Ormond Beach
and Chairman, Central
Business District CRA

Signature: _____
Print Name: _____

Attest: _____
JOYCE SHANAHAN
City Manager

DATED this __ day of _____, 2023.

WITNESSES:

ORMOND MAIN STREET, INC., a Florida
corporation

Signature: _____

Print Name: _____

By: _____

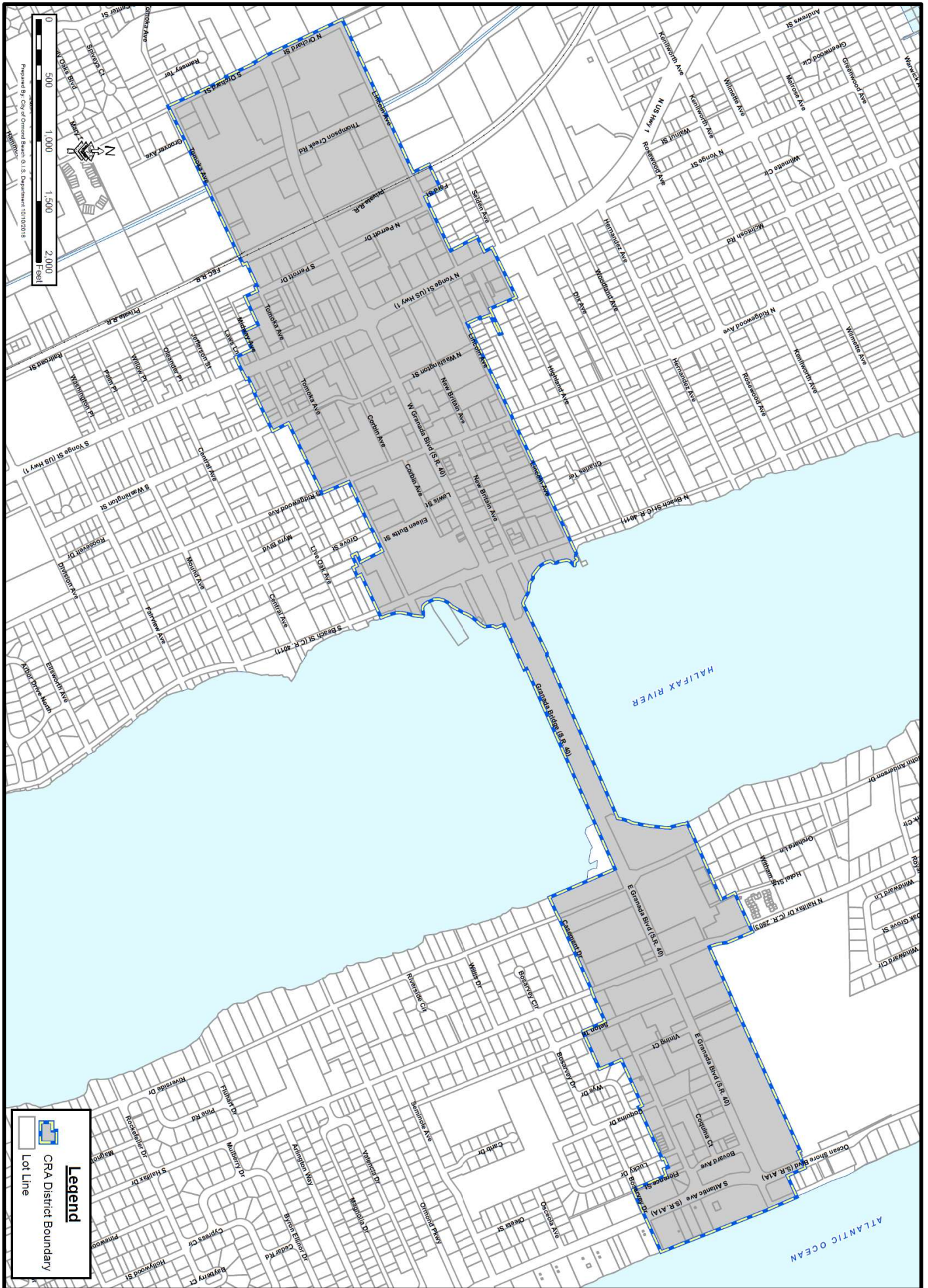
THOMAS CAFFREY
President

Signature: _____

Print Name: _____

Attest: _____

REBECCA PARKER
Executive Director



Spraker, Steven

From: Rebecca Parker <becky@ormondmainstreet.com>
Sent: Tuesday, November 7, 2023 12:21 AM
To: Spraker, Steven
Subject: OMS Service Agreement
Attachments: 22-23 activity report final.docx; 22-23 Letter of Transmittal.docx

[External Email-Use Caution] - OB/IT Helpdesk

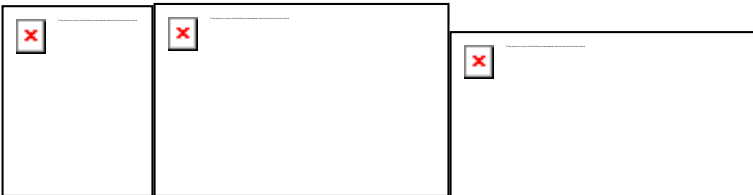
CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Steven,

Attached is our Letter of Transmittal for the service agreement, along with the Annual Activity Report for 2022-2023. Please let me know what I need to do next. As always, feel free to reach me on my cell 563-676-6338.

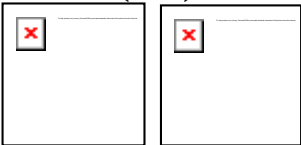
Thanks for your help and partnership.

Have a meaningful day,
Becky Parker
Executive Director



www.ormondbeachmainstreet.com
Becky@ormondmainstreet.com

Office: (386) 492-2938
Mobile: (563) 676-6338





Ormond Beach MainStreet

P.O. Box 2917

Ormond Beach, FL 32175



Executive Committee 2023-2024

Thomas Caffrey, President
Nancy Cortez, Vice President
Robin Faber, Secretary
Eric DeVriese, Treasurer
Whitney Williams, Design Committee Chair
John Adams, Economic Vitality Chair

Board of Directors 2022-2023

Caryn Baker
Dorian Burt
Robert Coleman
Frank Ganz
Billie Joe Kaler
Jennifer King
Thomas MacDonald
Paul Osterndorf
Bill Partington, II
Lisa Rademacher
Bill Rice
Ashlee Selman
Judith Stein
Sam Walter

Ex Officio Members

Lori Tolland, Ormond Beach
City Commissioner
Steven Spraker, Planning Director
City of Ormond Beach
Debbie Cotton, President & CEO
Ormond Beach Chamber of Commerce

Community Partners

The City of Ormond Beach
Ormond Memorial Art Museum
The Casements Cultural Center
Ormond Beach Historical Society
Ormond Beach Chamber of Commerce
Ormond Beach Arts District

Executive Director
Rebecca Parker

Annual Sponsors

Adams, Cameron & Co. Realtors
Advent Health
Daytona Beach News-Journal
Foundation Risk Partners
Highlander Corporation
Money Pages
Ormond Observer
Realty Pros Assured
Ritchey Cadillac
Ritchey Buick GMC
S.R. Perrott

October 1, 2023

Mr. Steven Spraker
Planning Director
City of Ormond Beach Planning Department
22 S. Beach St.
Ormond Beach, FL 32174

Re: 2022-2023 Contract renewal with Ormond MainStreet, Inc.

Dear Mr. Spraker

I would like to request that you once again allocate \$70,000 in your 2023-2024 budget cycle for the work provided to the City of Ormond Beach by Ormond MainStreet, Inc.

Our contractual work for the City includes marketing, promotions, the weekly Ormond Beach Farmers Market, support of local arts and culture, merchant support, and events large and small, all designed to increase foot traffic into the Historic Ormond Beach district, and bolster the City's reputation as a vital, interesting and welcoming destination. Though we have seen many changes this year, we have managed to continue to meet existing and long-term commitments, while implementing new programs and initiatives.

We are excited to remain an important part of the City's place-making efforts. Our partnerships with local organizations continue to extend our reach into the community. We are working hard to build success for downtown businesses by providing them with collaborative marketing, merchant-focused events, and a welcoming community where they regularly share their successes and challenges. We are investing in people and systems that strengthen the sustainability of our organization, enabling us to serve the community for generations to come. We have taken steps to update our strategic plan this year, and are reenergized by the plans and goals the board of directors have all come together to agree upon. As always, our work with the City's Planning and Economic Development departments remains the cornerstone of our success.

Please let me know if you have any questions or concerns about our proposal. I look forward to another successful year of partnership with the City of Ormond Beach.

Sincerely,

Rebecca Parker
Interim Executive Director
Ormond Beach MainStreet, Inc.
Becky@ormondmainstreet.com
386-492-2938

www.ormondbeachmainstreet.com



Mission Statement: dedicated to enhancing quality of life for Ormond Beach residents by hosting premiere community events; providing resources & individualized support to small businesses; partnering with local government on innovative projects; & advocating for the arts, history & culture in Historic Ormond Beach.

ANNUAL ACTIVITY REPORT 2022-2023

Ormond Beach MainStreet entered its 28th year with a new commitment to building our organization and district's future. We kicked off the year with **new leadership** and the official hiring of longtime staff member, Becky Parker, as Executive Director. We hosted an exciting visit **from the State of Florida's Secretary of State, Cord Byrd**, who had expressed a specific interest in our program and district. He and his team were impressed by our tour and presentation of key CRA projects, historical assets, the strength of our organization – and, most importantly – the support and turnout from our business owners, local leaders & city staff members. We ended the year with an update to our **strategic plan**, for the first time since 2016, bringing new energy and focus to our board of directors and committees. We finished the year strong with the long-awaited hiring of new **Associate Director**, Chris Wells to work alongside our Executive Director, widening the breadth of knowledge and skillset we can offer as a team, and allowing us to focus more time and attention on individual stakeholders and furthering longterm goals.

All of our events grew. The **Ormond Beach Farmers Market** nearly doubled in both attendance and vendors, during several stretches of time throughout the year. The **Riverfest Seafood Festival** celebrated its 13th birthday, while the **12th annual Ormond Beach Celtic Festival** won the Visitor's Choice Award for "Best Festival" from the Daytona Beach Convention & Visitors Bureau. It saw visitors representing every state in the nation. **Granada Grand Festival of the Arts**, promoted as a weekend-long art experience, showed a record year for attendance, and significant profitability for neighboring businesses. **Taste of Ormond** celebrated eateries new and old, and helped fund several important budget items. Our first ever **Ormond Burger Week** – was a huge success with 15 participating restaurants and significant promotion for the district during a slower time of the year.

We organized another highly successful **Small Business Saturday** in November and a **Christmas in July** event to help increase Summer numbers. These events are open to all merchants in the CRA District, including non-OMS members. Each event featured 45-50 businesses, and both events received overwhelmingly positive feedback from participants and customers alike. We welcomed new businesses to the district, including Soraya Café, Kava Kula, Fat Paulies, Café Con Leche, Solberry, Gili's & more.

As always, our efforts are focused on making Historic Ormond Beach a place where the citizens of Ormond Beach want to gather and to call their own. Below please find a few of our accomplishments over the past year:

Ormond Beach MainStreet and Local Community:

- **65** local annual and event sponsorships from businesses
- **3,500 +** total volunteer hours = **\$100,000** of in-kind donations
- **Six** major local events including Riverfest Seafood Festival, Taste of Ormond, Ormond Beach Celtic Festival and Granada Grand Festival of the Arts brought more than **30,000** people into the CRA District. All events continue to show growth year over year and this year's Celtic Festival brought visitors from every state in the country.
- Once again, **300** fishing poles were given away to young people under twelve at this year's Riverfest as part of our annual Kid Fish program. The program, based on guidelines provided by Florida Fish and Wildlife, requires the children to go through an ethical angling course before receiving their poles. This program is supported through a grant from Fish Florida & Hull's Seafood.
- Ormond Beach MainStreet offers manpower, planning assistance, underwriting and marketing to other organizations who sponsor **events in the CRA District** including the Ormond Beach Chamber of Commerce, Ormond Memorial Art Museum, Ormond Beach Historical Society, The Casements, the Tomoka Poets, the Volusia Region Antique Auto Club of America, both Ormond Beach Rotary Clubs, Ormond Beach Arts District, Ormond Art Walk, the City of Ormond Beach & more. These events brought an additional **several thousand** people into downtown.
- **50** Farmers Markets at City Hall brought approximately **20,000** people to the center of the City, **nearly doubling** in both attendance and vendors.
- We continue to work with the Ormond Beach Chamber of Commerce on the Ormond Leadership program. Executive Director Becky Parker serves as chairperson for the 9-week program for local professionals.
- Ormond MainStreet partnered with Seabreeze High School through our events to help raise funds for various school programs and departments, including the Seabreeze's AICE program, Key Club and Design program. Following this year's donation, OMS has donated **over \$20,000 to Seabreeze programs** since 2013.
- We added a brand new event this year, **Ormond Burger Week** in collaboration with local citizens and Realty Pros. Designed as a promotional campaign to support restaurants during a slower month, it was a resounding success, and brought hundreds to the district.
- Continued promotion of the downtown district throughout the year. Executive Director attends and presents at quarterly Economic Prosperity Hour (hosted by Ormond Chamber), Volusia County Economic Development Events, & Convention & Visitors Bureau workshops, and other civic organization meetings.

Ormond Beach MainStreet and City Government:

- MainStreet staff worked with Economic Development Director Brian Rademacher to advise on planning process and outreach in preparation for the City's Economic

Development Strategic Plan Update. OMS Executive Director and 3 board members served on the committee and attended workshops.

- We continue to partner with the Planning Department by serving as the review committee for Building Improvement Grants.
- OMS Design Committee continued to work with City Planning & Engineering Departments on projects approved for the CRA in the current fiscal year budget including the sidewalk banding project Cassen Park redesign project, beginning stages of Public Art Master Plan, and signal cabinet wrap project.
- OMS Design Committee worked with Planning Department and project developers, real estate professionals and engineers to advise on new residential project at 121 E. Granada Blvd. Support was provided in accordance with the City's Downtown Master Plan and a "strong desire to bring more residential into the downtown CRA area."
- Under the guidance of Brian Rademacher, the City's Economic Development Director, the MainStreet Economic Vitality Committee is developing a Business Retention Survey for the CRA District. The committee will also provide the manpower to administer the survey and compile the results.
- As part of a continuing commitment to pedestrian safety, we remain a liaison for Florida Department of Transportation and district businesses affected by the construction of mid-block crossings along Granada, both beachside & downtown.
- OMS continued to concentrate efforts on publicizing usage of the Ormond Beach docks at Cassen Park, spending dollars on social media campaigns and the design, print and distribution of promotional flyers.
- This year, Ormond MainStreet held 50 Thursday morning Farmers Markets on City Hall Plaza as part of its contract with the City. The Market nearly doubled in size this year in both attendance and vendor count. During high season, we now expect about 1,000 visitors to the market per week, and 32-33 vendors, growing attendance to approximately 20,000 annually.
- Executive Director Becky Parker serves on the Home for the Holidays parade planning committee and Ormond MainStreet continues to provide entertainment and hot chocolate.
- Sponsored numerous City of Ormond Beach events including Home for the Holidays Parade, Independence Day Celebration, Art in the Park and the State of the City luncheon. We added a premiere sponsorship for The Casements' inaugural "A Night to Remember" father-daughter event.

Ormond Beach MainStreet and Local Business

- Maintained an active merchants-only Facebook group for district business owners (220 members), providing new resources, grant opportunities and other important announcements multiple times each week.
- Leveraged affiliations with Florida MainStreet and Main Street America to provide up to date information on grants and best business practices.
- Our organization of Small Business events including "Christmas in July" and "Small Business Saturday" continue offer significant value to our small businesses. These

events are designed to bring new traffic to locally owned stores and restaurants and emphasize the vitality and special nature of our small businesses. Both events had more than 40 businesses participate. A survey of participants reported that "Small Business Saturday" resulted in the most profitable day of the year for several businesses, and brought brand new customers for many others. Ormond MainStreet organizes all logistics of the event, including business registration, promotion, sponsorship, and distribution of all signage, and other materials.

- Advertisements and feature articles promoting Ormond businesses and activities were published in Daytona Beach News-Journal, Ormond Observer, Hometown News, Palm Coast Observer, Flagler Live, Pelican Post, Ormond Magazine, Backstage Pass, East Coast Current, Celtic Life, InRoom Concierge and See Magazine.
- Our social media presence continues to grow including maintenance of our social media platforms (35,000 followers) and monthly e-newsletter reaching more than 3,000 subscribers.
- Shared information on marketing and business support grants available through national corporations including American Express, The Hartford, eBay, AARP and others, some available only to those affiliated with Main Street communities. We also supplied letters of support and data to those who chose to apply for funds.
- Conducted regular check-ins with business and property owners - both in person and digitally - and followed up with relevant information.
- Identified and welcomed new businesses to the district and offered our support, promotion, hospitality, and a business direct newsletter on educational opportunities and upcoming events.
- Published a monthly business-direct newsletter with information about funding, educational opportunities and upcoming events.
- Held monthly merchants' meetings, taking place at a different small business each month.
- Awarded (3) \$500 marketing grants in 2023 to new district businesses.
- Continued to partner with Ormond Beach Chamber of Commerce to get information to CRA businesses.

Ormond Beach MainStreet and the Arts

- Continued to support our sister 501c3 – Ormond Beach Arts District. Executive Director Ms. Parker serves as President, while board member Judy Stein serves as Past President, providing organizational stability to this young organization along with meeting space.
- Continued to promote Ormond Beach Mural Program and conducted introductory meetings with district property & business owners interested in sponsoring a mural project.
- Continued to support the monthly Ormond Beach Art Walk. The Art Walk happens on the first Saturday of each month and includes galleries and venues on both sides of the Halifax. MainStreet provides shuttle bus service during the walk as well as marketing for the event.

- The Granada Grand Festival of the Arts had its most successful event in 8 years, bringing nearly 6,000+ people to New Britain Avenue for a day of fine art, crafts, food and jazz. For the first time, it was promoted as a weekend-long arts experience, in collaboration with Ormond Art Walk and Art Battle. Several downtown restaurants reported a 50% uptick in business over a normal Saturday, and two eateries reported it to be their busiest day of the entire year.
- Continued the Ormond MainStreet office gallery which displays a different Ormond Beach artist on a monthly basis.
- Continued to assist with project management of signal cabinet wrap public art project, the process to obtain artist license agreements, and other activities.
- Organized, sponsored & co-hosted the 32nd annual Starry, Starry Night event along with Ormond Memorial Art Museum and The Casements.
- Collaborated with the Tomoka Poets and the Creative Happiness Institute on two spoken word events at the Casements.
- Currently working with the City on potential public art projects.
- Promoted all arts & culture related activities that take place throughout the district via social media platforms, and continued distribution of Arts District Maps, printed and designed in the previous fiscal year.

Additional Ormond Beach Main Street Accomplishments

- OMS was identified by Secretary of State Cord Byrd as a model program. Hosted a visit to Ormond Beach from Mr. Byrd in January with a tour of our district and a welcoming reception. In attendance during the day were Mayor Partington, Rep. Leek, Ormond City Manager, Assistant City Manager, City Economic Development Director, OBE Principal, Chief of Fire, Chief of Police, property owner & investor Bill Jones, Historical Society, Museum & Gardens Director, business owners, and notable citizens.
- Achieved National MainStreet Center accreditation for the 9th year in a row. Only 862 of several thousand programs across the nation receive this honor.
- Advocated in Tallahassee along with Florida Main Street to inform Florida Legislature and improve funding and services to local programs. It was a successful endeavor which resulted in Governor DeSantis increasing budget for our state program by nearly \$600,000.
- Executive Director Becky Parker is a part of Florida Main Street's mentoring program, assisting new Executive Directors as they learn to lead their programs.
- Staff members completed continuing education training through state and national conferences, local seminars and web-based curriculum.
- Completed application process for a \$50,000 Small Matching Grant through the Florida State Division of Historical Resources to be used to update our district's survey of historical assets for the first time since 1986.
- OMS staff successfully applied for Ormond Beach Yacht Club to be named as one of Florida's "11 to Save" – a list of the state's treasured historic sites - allowing for additional awareness and potential funding for the iconic structure.
- Strategic Plan Update - Ormond MainStreet brought in Downtown Redevelopment Sevices, a nationally recognized consultant, to assist with the update of our strategic

plan for the first time since 2016. Conducted workshops and surveys completed by city commissioners & staff members, business & property owners, OMS board members, and stakeholders. OMS adopted a new mission statement and is in final stages of announcing its new strategic plan.

- Winner, Daytona Beach Convention and Visitors Bureau; Best Arts, Heritage and Cultural Event – Ormond Beach Celtic Festival 2023. Hometown News; Best Local Festival – Riverfest 2022, Ormond Beach Celtic Festival 2023. Winner, Daytona Beach News-Journal Readers' Choice Awards "Best Mainstreet"



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-204
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	LSAB Org Appointment		
Summary:	Len Gaspary, the Ormond Beach Youth Basketball Association's appointment to the Leisure Services Advisory Board (LSAB), has resigned. The Ormond Beach Youth Basketball Association recommends the appointment of Jason Thomas to fill this position.		
Financial Impact:	None		
Citizen Impact:	It is beneficial for all positions on the LSAB to be filled to ensure a quorum. This appointment would ensure all positions are filled.		
Recommended Action (Staff, Advisory Board and/or Other):	Approval of the appointment of Jason Thomas to the LSAB.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 23-204 Leisure Services Advisory Bd appointment 2. Resignation and Appointment		
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	11/3/2023 11/3/2023 11/15/2023	

RESOLUTION NO. 2023-204

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE LEISURE SERVICES ADVISORY BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. Jason Thomas is hereby appointed to serve as a member of the Leisure Services Advisory Board, as the appointee of the Ormond Beach Youth Basketball Association, Inc. The said appointee shall complete the two-year term of Len Gaspary that will expire the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year, and shall serve without compensation for such service in accordance with the provisions of Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, including section 2-221 thereof.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

From: Kelly.Britto@ormondbeach.org
To: Taylor.Lochert@ormondbeach.org; Susan.Dauderis@ormondbeach.org
Subject: LSAB- Basketball Rep
Date: Tuesday, October 31, 2023 9:11:46 AM

Good Morning,

Len Gasparly has stepped down from running the Ormond Beach Youth Basketball Association. Jason Thomas will be his replacement. We need to remove Len from the LSAB as the basketball representative and add Jason Thomas. Please let me know what is needed from me.

Thank you,

Kelly Britto
Leisure Services Office Manager



399 North US 1
Ormond Beach, FL 32174
Direct: (386) 676-3277
Fax: (386) 676-3367
Email: kelly.britto@ormondbeach.org
www.ormondbeach.org

From: Kelly.Britto@ormondbeach.org
To: Susan.Dauderis@ormondbeach.org
Cc: Taylor.Lochert@ormondbeach.org
Subject: FW: Resign as OBYBA Commissioner
Date: Wednesday, November 1, 2023 8:32:58 AM

Good Morning,

Please see the email below from Len Gaspary.

Thank you,
Kelly

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kelly,

I hereby resign my position as President of Ormond Beach Youth Basketball Association effective immediately. My circumstances have changed and I don't feel that I am able to do an adequate job. Please let me know how you want to handle the funds remaining in the OBYA Checking Account.

- I will be resigning and need to be replaced
- There is a bank account for OBYBA and I don't see any reason that it should be closed.

Sincerely
Len Gaspary



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-206
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Purchase Replacement Diesel Powered Emergency Lift Station By-Pass Pump		
Summary:	The emergency by-pass pumps keep sewage flowing to the Water Reclamation Facility (WRF) in the event the primary pumping system fails or is without power. These pumps are especially useful during heavy weather events. This pump would replace #E607, which over the last 8 years has had excessive usage due to 4 hurricanes and at least 3 major rain events, in addition to normal day-to-day operations. Although the pump has performed well, high usage has caused wear on the pump, which requires refurbishing of the assembly and other repairs. The necessary repairs to the pump assembly are estimated to cost more than 33% of a new unit, replacement of the pump is recommended. Fully functioning pumps are critical to plant operation, specifically emergency operations protocol. When these systems are deployed, it is imperative they function properly; malfunction can cause sewage to back up into customers' homes or be spilled into the environment.		
Financial Impact:	Funds are available in Fund 409 - Water and Wastewater Renewal and Replacement in the amount of \$46,431. The purchase will be through the Florida Sheriffs Association Cooperative Purchasing Program.		
Citizen Impact:	The purchase of this pump will ensure safe and effective removal of sewage from customers' homes and delivery to the WRF for treatment.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of this purchase.		
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305		

Attachments:	1. 23-206 ByPass Pump-Thompson (P23-0215G) 2. CC 809 Diesel Powered Emergency By-Pass Pump_ 3. Thompson Bypass Pump 4. Thompson Pump Quote 5. SPWAMB23110911490 6. 4JSVM (8.25 in) SL 7. 148221, 4JSVM-225	
Approval:	Kelly McGuire, Finance Director 11/15/2023 Claire Whitley, Assistant City Manager 11/15/2023 Joyce Shanahan, City Manager 11/15/2023	

RESOLUTION NO. 2023-206

A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE EMERGENCY BY-PASS PUMP (MODEL 4JSC-FT4) UNDER FLORIDA SHERIFFS' ASSOCIATION BID NUMBER FSA23-EQU21.0; DECLARING CERTAIN EQUIPMENT TO BE SURPLUS PROPERTY, AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City is seeking to replace one emergency by-pass pump (Equipment #E607) which has been in service for over eight years, is in need of substantial repairs which is cost prohibitive and which has been determined to meet or exceed all criteria for replacement, and,

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

WHEREAS, the City's staff has determined that it is in the best interest of the City of Ormond Beach and the general public to purchase one emergency by-pass pump, model 4JSC-FT4 from Thompson Pump, under the Florida Sheriffs' Association Bid No. FSA23-EQU21.0 in the amount of \$46,431.00, and

WHEREAS, it is further recommended the City's existing emergency by-pass pump (#E607) be declared surplus property and disposed of in accordance with law, and

WHEREAS, the City Manager has certified that funds in the amount of \$46,431.00 for the purchase have been appropriated to the Water and Wastewater Renewal and Replacement Fund (409) and have not been appropriated for any other purpose; now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to approve and execute a Purchase Authorization (a copy of which is attached hereto and incorporated herein by reference) for the purchase of one emergency by-pass pump from Thompson Pump in the amount of \$46,431.00 and to pay the costs therefore from the Water and Wastewater Renewal and Replacement Fund.

SECTION TWO. The City Commission hereby declares the City's existing by-pass pump (Equipment #E607) to be surplus property, and the appropriate City staff members are hereby further authorized and directed to dispose of the said equipment in accordance with applicable law.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PURCHASE AUTHORIZATION
CITY OF ORMOND BEACH
Purchase Requisition Nbr: 2400216
Vendor: Thompson Pump & Manufacturing Company Inc.
Resolution No. 2023-206

Requisition By: Finley

Reason: Purchase of Replacement Diesel Powered Emergency By-Pass Pump for Lift Stations

Date: 12/5/2023

Florida Sheriffs Association Contract – FSA23-EQU21.0 – Item #317

Purchase of: Purchase of Replacement Diesel Powered Emergency By-Pass Pump for Lift Stations – Funding through Fund 409 – Water and Wastewater Renewal and Replacement Fund

PAY ITEM NUMBER	DESCRIPTION	UNIT	QNT	UNIT PRICE	AMOUNT
1	Mobile Pump base price	EA	1	\$45,947.00	\$45,947.00
2	Downgrade from 6JSC to 4JSC-FTY	EA	1	-\$5,063.00	-\$5,063.00
3	On-board 115 VAC-Powered battery charging	EA	1	\$544.00	\$544.00
4	On-board lockable storage box	EA	1	\$653.00	\$653.00
5	OVT priming system	EA	1	\$4,350.00	\$4,350.00
				Total:	\$46,431.00

SIGNED BY (CITY):

MAYOR

CITY MANAGER

DATED: _____

SIGNED BY (VENDOR):

PRINCIPAL OF COMPANY

WITNESS

DATED: _____

City of Ormond Beach

TERMS AND CONDITIONS - READ CAREFULLY

GENERAL CONDITIONS:

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

QUALITY:

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

PACKING & DELIVERY:

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS ,ETC.:

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

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for

the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

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

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

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

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

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

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

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

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

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

City of Ormond Beach

TO: Denise Roeper, Office Manager

FROM: Ron Burk, Equipment Maintenance Supervisor

DATE: November 1, 2023

SUBJECT: Purchase Order request

This is for the replacement of a Thompson Diesel powered Pump E607. This unit was placed into service on 7/2015 and is primarily used for Emergency Lift Station Bypass pumping. The Pump was dismantled for inspection and a repair quote was provided by THOMPSON PUMP & MFG CO., INC. and is attached. The repair amount is \$15,385.62. This only addresses a portion of the pump assembly. It is highly recommended that this unit be replaced to maintain reliability. This piece of Emergency equipment is used for lift station pumping when the station pumps are out of service and no other options are available.

The requested PO amount is \$45,947.00 and is clarified on the attached Documents. Please assist with this request.

Thank You.

Ron



Municipal Sales
 4620 City Center Dr., Port Orange, FL, USA 32119
 (800) 767-7310 • Fax: (386) 761-0362
blee@thompsonpump.com

PRICE QUOTE / Bid Award FSA23-EQU21.0 / Item # 317

Description	Order Codes	Qty	FSA	Subtotal
6JSC	Vehicle			
Zone:	Central			
Base Price:		1	\$ 45,947.00	\$ 45,947.00
Base Model includes: TPM Panel- Basic (auto start/stop control panel with floats/ tachometer/hour meter/engine safety shut down), DOT light package, trailer, and 24-month warranty				
Delete Options:				
<< Downgrade pump from 6JSC to 4JSC-FT4	4JSC-FT4	1	(\$ 5,063.00)	(\$ 5,063.00)
Add Options:				
<< ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	Battery Charger	1	\$ 544.00	\$ 544.00
<< ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	Trailer Storage Box	1	\$ 653.00	\$ 653.00
<< ADD Option- Upgrade pump with OVT® priming system	OVT	1	\$ 4,350.00	\$ 4,350.00
Final Model: 4JSVM-DIST-4LE2T-M				\$ 46,431.00

*** Terms & Conditions ***

• DELIVERY FREIGHT: INCLUDED
• FOB: DESTINATION
• TERMS: NET 30-DAYS (WITH APPROVED CREDIT)
• DELIVERY: 32-34 WEEKS OR SOONER AFTER RECEIPT OF A HARD COPY PURCHASE ORDER
• PLEASE PROVIDE A TAX EXEMPTION CERTIFICATE AT TIME OF ORDER IF APPLICABLE
• NO PENALTIES OR LIQUIDATED DAMAGES ARE ACCEPTABLE

City of Ormond Beach - 4JSVM-DIST-4LE2T-M

Florida Sheriffs Association- Cooperative Purchasing Program

Contract: FSA23-EQU21.0 - Equipment
Item Group: PUMP: Mobile Pump
Item #:317, Thompson Pump 6JSC



2-Year Contract Term

Term #1 Effective: October 1, 2023 - September 30, 2024

Term #2 Effective: October 1, 2024 - September 30, 2025

DESIGN REQUIREMENTS: Discharge size: 6 inches; Suction size: 6 inches; Capable of 1750 GPM minimum; Capable of 160 ft. Total Dynamic Head (TDH) minimum; Duty Point, Maximum: 1,000 gallons per minute minimum (GPM) at 120 ft. Total Dynamic Head (TDH); Solids handling capability size, minimum size: 3 inches. **ENGINE:** Diesel engine, appropriate to pump size at continuous duty; Emission compliant engine; Industrial grade exhaust muffler and rain cap; Oil and coolant drain lines with ball valves; Low water level shutdown switch; 12vdc system with battery rack and cables; 50 gallon minimum fuel tank with low fuel level alarm and shutdown. **PUMP:** Check valve; Self-priming system. **CONTROLS:** Solid state, microprocessor-based pump controls; Controls shall provide all operating, monitoring and control functions for the pump set; Controller will also provide 2 fully programmable contacts for input and output signals accordingly; Controller will provide remote start stop control with adjustable ramp (speed) time control; UL 508 R and CSA C22.2 No. 14 approved. **TRAILER:** The manufacturer shall mount the diesel engine and pump unit with the above 50 gallon subbase tank on a street legal D.O.T. approved trailer; This trailer will be able to be rated for a safe travel at speeds of 60 mpg and not be limited to the following specifications: Trailer design shall be such that the County/City may easily remove the entire engine, fuel tank and pump from the trailer; 12vdc electric system; Lunette or military type towing ring with safety chains; Single point lifting bar; License plate bracket; Sand shoe type support stands front and rear; Torque spring axles to meet load of trailer; The trailer must have a VIN and a certificate of origin. **STARTUP AND COMMISSIONING:** Vendor must coordinate all startup and testing activities with the engineer/owner; After field delivery of the pump and trailer, an authorized factory representative shall perform the initial startup and field testing of the pump and trailer; If conditions permit, a site will be determined where connection will be made by the County/City to test the pump package; If a site cannot be prepared a standard operational test will be performed; At the same time the startup test is performed, the factory representative will provide all necessary operation, field maintenance and minor repair training as necessary; This will also include safety procedures and hazard assessment.

Zone	Vendor	Base Model	Base Price
Western	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$45,947.00
Northern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$45,947.00
Central	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$45,947.00
Southern	Thompson Pump & Manufacturing Company Inc.	Thompson Pump 6JSC	\$45,947.00

FSA Order code	Deduct Options	2023 FSA Price	Discount Applied
3D	Deduct Option- Downgrade pump from 6JSC to 3D- trailer mounted	(\$43,396)	27.50%
4JSC-FT4-LHP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP	(\$7,708)	27.50%
4JSC-FT4-LHP-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-LHP-STP	(\$6,294)	27.50%
4D-FT4	Deduct Option- Downgrade pump from 6JSC to 4D-FT4	(\$25,487)	30.00%
4JSC-FT4	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4	(\$5,063)	27.50%
4JSC-FT4-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-STP	(\$3,649)	27.50%
4JSC-FT4-10	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10	(\$4,561)	27.50%
4JSC-FT4-10-STP	Deduct Option- Downgrade pump from 6JSC to 4JSC-FT4-10-STP	(\$3,147)	27.50%
6JSC-9.5	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5	(\$2,642)	27.50%
6JSC-9.5-STP	Deduct Option- Downgrade pump from 6JSC to 6JSC-9.5-STP	(\$1,229)	27.50%
6-WTP	Deduct Option- Downgrade pump from 6JSC to 6-WTP	(\$17,751)	27.50%
SK Dewatering	Deduct Option- Downgrade pump from 6JSC to 6" Silent Wellpoint Dewatering Pump	(\$5,380)	27.50%
4-WTP-Y	Deduct Option- Downgrade pump from 6JSC to 4-WTP-Y	(\$21,864)	27.50%
4" Trailer	Deduct Option- Remove Trailer DOT Trailer for 4" Pump	(\$1,805)	27.50%
6" Trailer	Deduct Option- Remove Trailer DOT Trailer for 6" Pump	(\$1,879)	27.50%
8" Trailer	Deduct Option- Remove Trailer DOT Trailer for 8" Pump	(\$2,601)	27.50%
10/12 Trailer	Deduct Option- Remove Trailer DOT Trailer for 10"/12" Pump	(\$5,754)	27.50%
12/18 Trailer	Deduct Option- Remove Trailer DOT Trailer for 12"/18" Pump	(\$8,220)	27.50%
TPM Panel- Basic	Deduct Option- Basic control panel for pump- Manual Start/Stop	(\$2,574)	27.50%

FSA Order code	Add Options	2023 FSA Price	Discount Applied
4-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-LHP with Silent Knight enclosure	\$11,661	30.0%
4/6-SK	ADD Option- Upgrade pump from 6JSC to 4JSC-FT4/6JSC-FT4-9.5 with Silent Knight enclosure	\$13,061	30.0%
6- SK	ADD Option- Upgrade pump from 6JSC to 6JSC/4JSC-HP with Silent Knight enclosure	\$14,519	30.0%
8/10/12- SK	ADD Option- Upgrade pump from 6JSC to 8JSC/10JSC/12JSC-LHP with Silent Knight enclosure	\$16,216	30.0%
12/18- SK	ADD Option- Upgrade pump from 6JSC to 12JSC-HP/12JSC-MP/18JSC-HP with Silent Knight enclosure	\$19,044	30.0%
18- SK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK with Silent Knight enclosure	\$19,860	30.0%
4JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-FT4	\$7,341	27.5%
4JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 4JSC-HP-STP	\$6,181	27.5%
6JSC-10-D/C	ADD Option- Upgrade pump from 6JSC to 6JSC-10-D/C	\$6,754	27.5%
6JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-C	\$7,703	27.5%
6JSC-FT4-D	ADD Option- Upgrade pump from 6JSC to 6JSC-FT4-D	\$13,097	27.5%
6JSC-STP	ADD Option- Upgrade pump from 6JSC to 6JSC-STP	\$6,906	27.5%
8JSC-FT4-C	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-C	\$46,700	27.5%

8JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-J	\$37,458	27.5%
8JSC-FT4-LHP	ADD Option- Upgrade pump from 6JSC to 8JSC-FT4-LHP	\$30,723	27.5%
8JSC-STP	ADD Option- Upgrade pump from 6JSC to 8JSC-STP	\$33,803	27.5%
6V-FT4-D	ADD Option- Upgrade pump from 6JSC to 6V-FT4-D	\$8,592	27.5%
8V-FT4-D	ADD Option- Upgrade pump from 6JSC to 8V-FT4-D	\$17,785	27.5%
10JSC-STP	ADD Option- Upgrade pump from 6JSC to 10JSC-STP	\$46,853	27.5%
10JSC-FT4-J	ADD Option- Upgrade pump from 6JSC to 10JSC-FT4-J	\$54,633	27.5%
12JSC-LHP-FT4-J	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-FT4-J	\$58,452	27.5%
12JSC-LHP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-LHP-STP	\$40,328	27.5%
12JSC-MP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-MP-STP	\$70,053	27.5%
12JSC-HP-FT4-C	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-FT4-C	\$121,658	27.5%
12JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 12JSC-HP-STP	\$91,803	27.5%
18JSC-HP-STP	ADD Option- Upgrade pump from 6JSC to 18JSC-HP-STP	\$80,928	27.5%
18JSC-PEAK	ADD Option- Upgrade pump from 6JSC to 18JSC-PEAK	\$164,303	27.5%
32HPU/40HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/40HST-C	\$8,109	27.5%
32HPU/60HST-C	ADD Option- Upgrade pump from 6JSC to 32HPU/60HST-C	\$8,811	27.5%
78HPU/120HST-C	ADD Option- Upgrade pump from 6JSC to 78HPU/120HST-C	\$65,838	27.5%
Mech Float Set	ADD Option- Upgrade pumping system with (1) additional 65' auto start/stop mechanical float set, N/M	\$425	15.0%
24V Engine	ADD Option- Upgrade engine with 24VDC electrical system - select engines only	\$1,595	27.5%
24V SCADA	ADD Option- Upgrade pumping system with 24VDC with isolator for SCADA	\$943	27.5%
DC Battery Disconnect	ADD Option- Upgrade engine with manual battery disconnect	\$390	27.5%
DC2AC Inverter	ADD Option- Upgrade pumping system with on-board 12/24VDC-to-120VAC-1750W power inverter	\$1,414	27.5%
SCADA Interface	ADD Option- Upgrade pumping system with on-board SCADA interface with dry contact alarms	\$1,900	27.5%
TPM Omni	ADD Option- Upgrade pumping system with TPM-Omni Beacon with HL float and 2nd alarm option	\$1,523	27.5%
TPM Omni- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for TPM-Omni Beacon	\$283	27.5%
RECON 2000T	ADD Option- Upgrade pumping system with RECON 2000T Control Panel- remote control & monitoring	\$2,864	27.5%
RECON 2000T- Service	ADD Option- Upgrade pumping system with annual wireless monitoring service for RECON 2000T	\$689	27.5%
Outside Work Lights	ADD Option- Upgrade pumping system with (4) 12VDC- LED outside work lights with toggle switch	\$1,233	27.5%
Inside Work Lights	ADD Option- Upgrade pumping system with (2) 12VDC- LED inside work lights with toggle switch	\$510	27.5%
Work Light Timers	ADD Option- Upgrade pumping system with (1) timer for auto shut off for inside or outside work lights	\$326	27.5%
Solar Battery Charger	ADD Option- Upgrade pumping system with on-board solar-powered battery charging system	\$1,381	27.5%
Battery Charger	ADD Option- Upgrade pumping system with on-board 115VAC-powered battery charging system	\$544	27.5%
CV Flow Indicator	ADD Option- Upgrade pumping system with flow indicator on discharge check valve and D/C alarm	\$725	27.5%
Throttle Actuator	ADD Option- Upgrade pumping system with automatic RPM control for mechanically governed diesel	\$1,185	27.5%
Sub Level Transducer	ADD Option- Upgrade pumping system with 4-20ma Submersible Level Transducer with Guard	\$2,120	27.5%
NC Level Transducer	ADD Option- Upgrade pumping system with 4-20ma NC-Level Transducer with signal splitter	\$2,900	27.5%
Special Metals	ADD Option- Upgrade pumping system with corrosion resistant impeller- select models only	\$3,201	27.5%
Special Metals-SK	ADD Option- Upgrade pumping system with corrosion resistant SK- select models only	\$2,900	27.5%
Hose Racks	ADD Option- Upgrade pumping system with on-board racks for mobilizing suction hoses	\$1,378	27.5%
U Tank - SS	ADD Option- Upgrade pumping system with SS-UL-142 double walled modular fuel tank- std. dims	\$2,250	25.0%
U Tank	ADD Option- Upgrade pumping system with UL-142 double walled modular fuel tank- std. dims	\$10,595	25.0%
D Tank	ADD Option- Upgrade pumping system with Non-UL double walled modular fuel tank- std. dims	\$2,625	25.0%
Z Tank -150	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 4/6 - 150 gallons capacity	\$3,225	25.0%
Z Tank -350	ADD Option- Upgrade pumping system with ENLARGED fuel tank- 12/18 - 350 gallons capacity	\$5,625	25.0%
SK Protection	ADD Option- Upgrade pumping system with protective coatings to SK enclosure	\$921	27.5%
Corrosion Resist	ADD Option- Upgrade pumping system with corrosion resistant coating for base modular frame	\$3,123	27.5%
TBS- S.C.I	ADD Option- Upgrade pumping system with semi-open impeller- select models/applications only	\$1,595	27.5%
TBS- DD	ADD Option- Upgrade pumping system with alternate discharge direction- select models/applications only	\$979	27.5%
TBS- SU	ADD Option- Upgrade pumping system with manufacturer start up report for specific application	\$1,450	27.5%
TBS- UPC	ADD Option- Upgrade pumping system with UPC for Enviroprime System	\$489	27.5%
Trailer Storage Box	ADD Option- Upgrade pumping system with on-board, lockable storage box- select models only	\$653	27.5%
Spare Tire	ADD Option- Upgrade pumping system with on-board, mounted spare tire	\$316	27.5%
AUX FT- 250	ADD Option- Auxillary 250 gallon UL-142, double walled fuel tank	\$5,984	27.5%
AUX FT- 500	ADD Option- Auxillary 500 gallon UL-142, double walled fuel tank	\$8,110	27.5%
Fuel Transmitters	ADD Option- 4-20mA diesel fuel transmitters installed in auxillary fuel tanks for SCADA communication	\$1,615	27.5%
3" Hose Package	ADD Option- (1) 3" x 20' Suction Hose, B- CxE and (1) 3" x 50' Lay-Flat Discharge Hose, B- CxE	\$428	35.0%
4x50 Discharge Hose	ADD Option- (1) 4" x 50' R- Lay-flat Discharge Hose, C-BxS	\$240	35.0%
6x50 Discharge Hose	ADD Option- (1) 6" x 50' R- Lay-flat Discharge Hose, C-BxS	\$474	35.0%
8x50 Discharge Hose	ADD Option- (1) 8" x 50' R- Lay-flat Discharge Hose, C-BxS	\$1,020	35.0%
4x20 Suction Hose	ADD Option- (1) 4" x 20' RWR- Suction Hose, C-BxS	\$340	35.0%
4x10 Suction Hose	ADD Option- (1) 4" x 10' RWR- Suction Hose, C-BxS	\$215	35.0%
6x20 Suction Hose	ADD Option- (1) 6" x 20' RWR- Suction Hose, C-BxS	\$707	35.0%
6x10 Suction Hose	ADD Option- (1) 6" x 10' RWR- Suction Hose, C-BxS	\$341	35.0%
8x20 Suction Hose	ADD Option- (1) 8" x 20' RWR- Suction Hose, C-BxS	\$1,600	35.0%

8x10 Suction Hose	ADD Option- (1) 8" x 10' RWR- Suction Hose, C-BxS	\$469	35.0%
4x90/45- CAM	ADD Option- (1) 4" 90/45 Elbow- Male x Female Cam-lock	\$221	35.0%
6x90/45- CAM	ADD Option- (1) 6" 90/45 Elbow- Male x Female Cam-lock	\$423	35.0%
4FLGxFCAM	ADD Option- (1) 4" FLG x 4" FCAM with B&G Kits	\$210	35.0%
6FLGxFCAM	ADD Option- (1) 6" FLG x 6" FCAM with B&G Kits	\$306	35.0%
8JSC-WYE	ADD Option- (1) 8" FLG x 6" MCAM x 6" MCAM Wye- Select Models Only	\$720	35.0%
12JSC-WYE	ADD Option- (1) 12" FLG x 8" MCAM x 8" MCAM Wye- Select Models Only	\$1,020	35.0%
Fleet 1- T&T	ADD Option- TPM provided T&T per Muni Fleet Request	\$305	25.0%
Fleet 2- DF	ADD Option- TPM provided DF per Muni Fleet Request	\$621	25.0%
Fleet 3- VTP	ADD Option- TPM provided VTP per Muni Fleet Request- Select Models Only	\$255	25.0%
Fleet 4- DFA	ADD Option- TPM provided (3) Part DFA- (1) case of each part	\$450	25.0%
Fleet 5- GPS	ADD Option- TPM provided GPS tracking system and (2) years of monitoing service	\$720	25.0%
MOD-F	ADD Option- Upgrade pump with modular frame for SK - select models only	\$1,414	27.5%
OVT	ADD Option- Upgrade pump with OVT® priming system- JSC models only	\$4,350	27.5%
FPM-4/6 Pumps	ADD Option- (1) Standard FPM Service for 4" or 6" pumps	\$605	15.0%
FPM-8/10/12 Pumps	ADD Option- (1) Standard FPM Service for 8"-18" pumps	\$997	15.0%
Warranty Ext- Engine	ADD Option- 12 Months of additional limited warranty coverage for diesel engine	\$1,875	25.0%
Std Warranty	24 Month Limited Manufacturers Warranty for all diesel engines purchased via FSA Contract	Included	Included
Warranty Ext- Pump	ADD Option- 12 Months of additional limited warranty coverage for Thompson Pump components	\$900	25.0%
Std. Warranty	24 Month Limited Manufacturers Warranty for all 3" - 18" Thompson Pumps purchased via FSA Contract	Included	Included
Non-Specified Options	Equal discount percentage deducted from manufacturer's current published MSRP/List prices for non-specified FSA models and/or non-specified FSA options. These line items can ONLY BE APPLIED to a add/deduct option applicable to this base specification.	Standard	27.50%

Name: 4" Vacuum-Assisted Solids Handling Pump

Model: 4JSVM

With its heavy-duty construction and fast priming capabilities, the Thompson 4JSVM solids handling end suction centrifugal pump leads the industry in construction, industrial and municipal applications. The Thompson 4JSVM is designed for moderate flows up to 1,350 gpm and heads up to 135 feet making it perfect for sewage bypass pumping or general construction dewatering.



Photo shown may not be exact model.

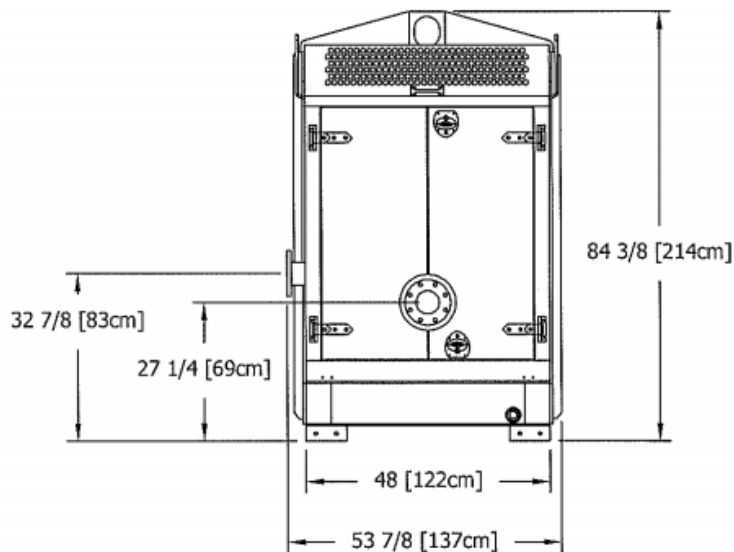
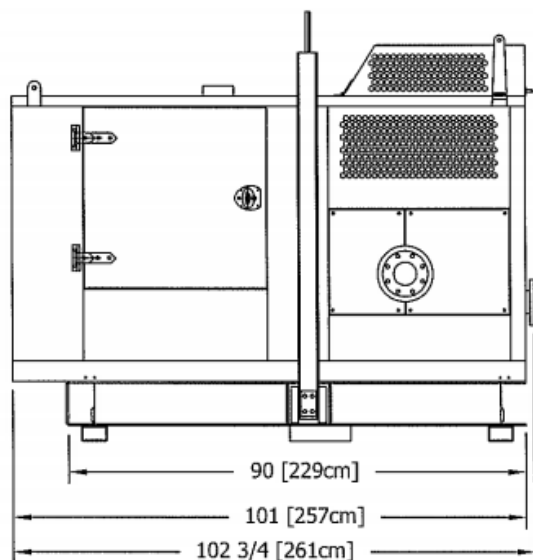
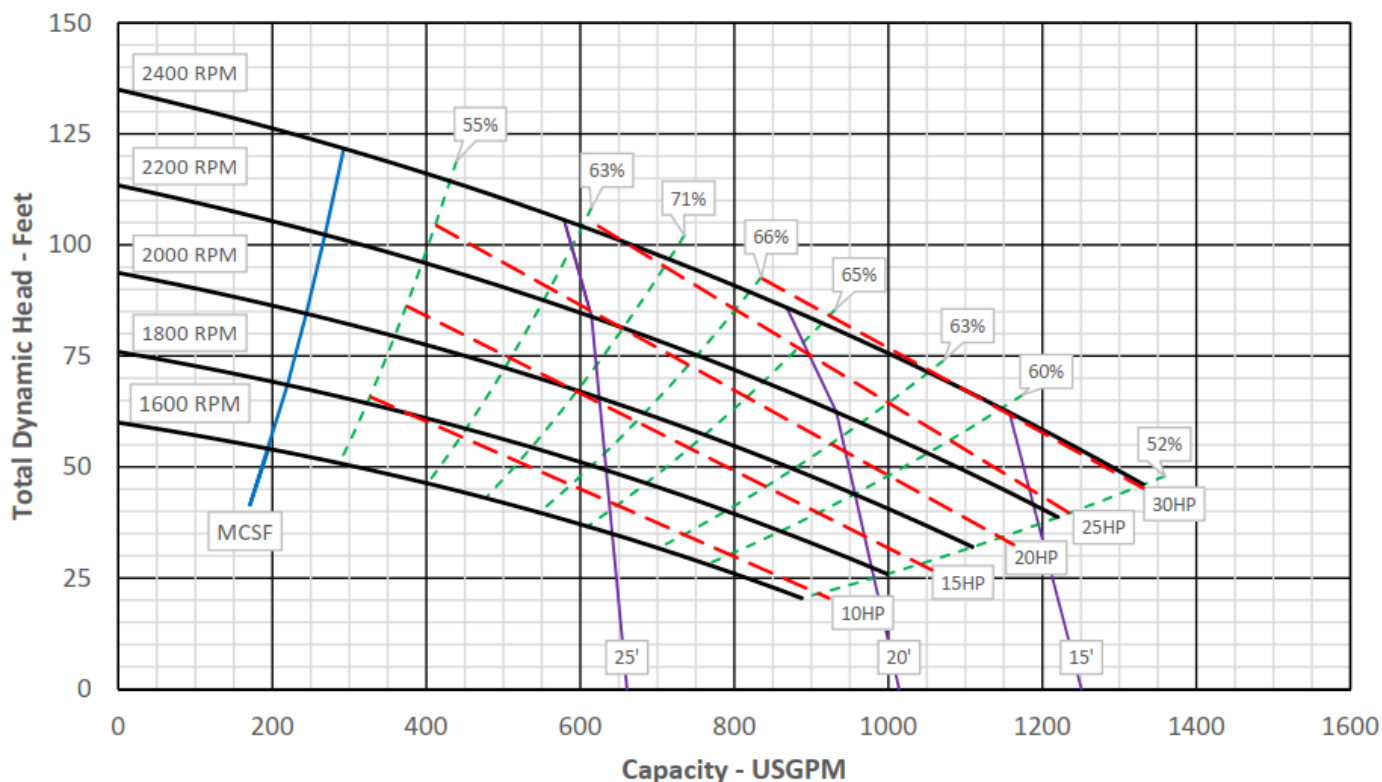
Consult factory for other versions & options including site trailers, sound attenuation, etc.

Pump End Materials	
Pump Casing	Heavy-duty 65-45-12 ductile-iron .
Impeller	Dynamically balanced, non-clogging, enclosed, 65-45-12 ductile-iron with rear-equalizing vanes to reduce axial loading and prolong seal and bearing life; diameter 8.25".
Mechanical Seal	Dry-running, grease or oil lubricated with Tungsten Carbide rotating and Silicon Carbide stationary seal faces. Single inside mounted, non- pusher type with self-adjusting elastomeric bellows. Other components are 304 stainless-steel and Viton.
Head	Rugged, back pull out design, heavy-duty class 30 cast-iron with tapered bore design.
Bearings	Heavy-duty grease lubricated to carry both axial and radial loads.
Bearing Frame	Heavy-duty class 30 cast-iron.
Shaft	SAE 1144 fitted with 416 stainless-steel shaft sleeve.

Technical Specifications			
Suction Size	4 in (10.16 cm)	Approximate Dry Weight	4,560 lbs (2,068.38 kg)
Discharge Size	4 in (10.16 cm)	Best Efficiency	71%
Maximum Solids Handling	3 in (7.62 cm)	Maximum Operating Speed	2,400 rpm
Maximum Operating Temperature	200° F (93.33° C)	Maximum Operating Pressure	58.44 psi (402.94 kPa)

Fuel Tank Options*	Isuzu		Deutz
Modular (M)	100 Gal	100 Hours	99 Hours
Double-Wall (D)	75 Gal	75 Hours	74 Hours
Modular Large Capacity (X)	150 Gal	151 Hours	149 Hours
Double-Wall Large Capacity (Z)	150 Gal	151 Hours	149 Hours

*Contact factory for fuel tank sizes not listed above.



Isuzu 4LE2T—43 hp @ 2,400 rpm

Typical Operating Speed	2,400 rpm	Engine Speed	Fuel Economy	Run Time*
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.411 lb/hp-hr	47 hrs
Maximum Flow Capacity	1,350 gpm (493.72 m³/hr)	2,200 rpm	0.390 lb/hp-hr	66 hrs
Maximum Fuel Consumption	2.11 gph (7.99 L/hr)	2,000 rpm	0.387 lb-hp-hr	100 hrs

*Engine run times calculated based on a 100 gallon fuel tank.

Deutz D2.9L4— 40 hp @ 2,400 rpm

Typical Operating Speed	2,400 rpm	Engine Speed	Fuel Economy	Run Time*
Maximum Head	135 ft (22.86 m)	2,400 rpm	0.420 lb/hp-hr	46 hrs
Maximum Flow Capacity	1,350 gpm (493.72 m³/hr)	2,200 rpm	0.405 lb/hp-hr	64 hrs
Maximum Fuel Consumption	2.16 gph (8.18 L/hr)	2,000 rpm	0.390 lb-hp-hr	99 hrs

Specifications and illustrations are subject to revision without notice and without incurring any obligation for previous or subsequent equipment sold. Thompson Pump (ISO 9001:2015) makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use. Consult Thompson factory for exact capabilities.



Experience Innovation

THOMPSON PUMP & MFG CO., INC.
4620 CITY CENTER DR
PORT ORANGE, FL 32129-4121
USA

Phone No. 386-767-7310
Fax No. 386-761-0362

CITY OF ORMOND BEACH
4JSVM-225

CONTACT
Christine Jarrell
386-676-3510
christine.jarrell@ormondbeach.org
Chris Durgin
386-676-3510
chris.durgin@ormondbeach.org

COMPLAINT
VacuumPump Locked Up

TECH INSTRUCTIONS
Inspect, Teardown, Find root cause
for vacuum pump locked up

Service Item No.	Serial No.	Description	Repair Status	Response Date	Response Time
4JSVM-225	4JSVM-225	4 VACUUM ASSISTED HIGH HEAD	INITIAL	07/16/23	6:08:55 AM

Fault Comments

Vacuum pump seized, low oil needs to be replaced
belt worn out, remove plenum, volute, impeller past
inspection can be re used.
pump housing, bearings and shaft past inspection
can be re used. replace seals, gaskets and related parts
from tardown.

Service Lines	No.	Description	Quantity	Unit Price Excl. Tax	Line Discount %	Amount	Gross Amount
		4JSVM-225 Hrs 937 QU 11754 Inspect, teardown, find root cause for vacuum pump locked up. Make quote					
MISC SHOP		MISC SHOP SUPPLIES	8	18.5		148	148

Service Order

No. WO-148221

Invoice to

CITY OF ORMOND BEACH
CITY OF ORMOND BEACH
ACCOUNTS PAYABLE
500 N ORCHARD ST
ORMOND BEACH, FL 32174
Phone No. (386) 677-0311
Email



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4620 CITY CENTER DR
PORT ORANGE, FL 32129-4121
USA

Phone No. 386-767-7310

Fax No. 386-761-0362

WSTDSP	WSTE DISPOSAL FEE	4	9	36	36
SRV-102659MP	Remove vacuum pump guard and pump.	1	155	155	155
SRV-102659MP	Remove pump and all parts, clean and inspect for broken parts and make parts list	7	155	1,085	1,085
PUMP					
Vacuum pump seized, needs to be replace					
Belt worn out, removed plenum, volute, impeller past inspection can be re used.					
Pump Housing, bearings & shaft past inspection, replace seals and gaskets related parts from teardown.					
Q55-XY04212	GASKET, BRG-COVER 4X4S1	1	19.75	15	16.79
Q55-XY04217	DEFLECTOR, 4X4S1 BLK-NIT	1	20.16	15	17.14
U41-0000-052	FITTING, GREASE 1/8	2	1.81	15	3.08
H60-0001-057	HHCS, 3/8-16 X 1-1/2 USS GR5	4	.56	15	1.9
Q55-XY04216	KEY, IMP .312 ² x 1.40" LONG	1	13.95	15	11.86
Q55-5162-1T2-JC	SEAL, MECH 1-5/8 TYPE 2-JC	1	1,355.4	15	1,152.09
M51-0KEY-250X5	KEY, 1/4 X 1/4 X 5"	1	7.96	15	6.77
Q55-17234	SEAL, LIP 1.75 X 2.25 X .313	2	52.97	15	90.05
Q55-XY04219	GASKET, BRKT PUMP 4X4S1	1	13.69	15	11.64
Q55-XY04210	WASHER, IMP 4X4S1 SS416	1	41.58	15	35.34
H60-1/2X1-1/2S	SHCS, 1/2-13 X 1-1/2 SS	1	2.27	15	1.93
Q55-XY04211-2	GASKET, VOLUTE 4X4S1	2	20.68	15	35.16
M51-6008-001	BREATHING, 1/2 NPT 6X6S1	2	39.87	15	67.78
Q55-XY04208	COVER, BRG 4X4S1 CI	1	165.43	15	140.62
Q55-XY04218	SHIM, BRG .010" 4X4S1 AL	1	24.95	15	21.21
W67-0001-116-M	PLUG, 1/2" W/ 1/8" NPT ON BOTH ENDS	1	16.13	15	13.71
M51-1227-002	FITTING, FUEL 1/8MPT X1/4HB 90	1	4.2	15	3.57
Q55-XY04243	CUP, GREASE RETAINING CPVC	1	92.53	15	78.65
M51-1227-006	FITTING, FUEL 1/8MPT X 1/4HB	2	1.48	15	2.52
M51-2556-4	HOSE, GREASE AIR OIL 300 PSI	1	10.09	15	8.58
Q55-XY04211-3	GASKET, VOLUTE 4X4S1 0.030 THICK	1	11.2	15	9.52
P58-MM1142-M11	PUMP, VAC MM1142 FILTER-COAT-VLV	1	9,379.92	15	7,972.93
M52-BX51	BELT, BX51 GATES	2	51.78	15	88.03
M49-0000-015	BUSHING, TL 2012 X 1-1/4	1	51.4	15	43.69
M49-AC-T2.3NN-F2-6.5	COUPLING, ARCUSA 2.3NN SAE6.5	1	635.93	15	540.54
SRV-102656LF	LABOR	8	155	1,240	1,240
MISC SHOP	MISC SHOP SUPPLIES	8	18.5	148	148
WSTDSP	WSTE DISPOSAL FEE	4	9	36	36

****PRIMING SYSTEM****

Vacuum gauge not reading, clogged.
need surgeguard kit for priming chamber
and new gasket. Gasket broken.

Service Order

No. WO-148221

Invoice to

CITY OF ORMOND BEACH

CITY OF ORMOND BEACH

ACCOUNTS PAYABLE

500 N ORCHARD ST

ORMOND BEACH, FL 32174

Phone No. (386) 677-0311

Email



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PORT ORANGE, FL 32129-4121
USA

Phone No. 386-767-7310
Fax No. 386-761-0362

Replace clear hose, found dirty and worn.
Q04-SURGE GUARD-KIT KIT, SURGE GUARD UNVRSL PRIME CH
Q04-40008 GASKET, AIR-SEP COVER
Q11-0000-014A HOSE, CLEAR 1-1/4
M51-201L-254A GAUGE, VAC 2-1/2 1/4LM NO-LOGO
SRV-102656LF LABOR
MISC SHOP MISC SHOP SUPPLIES
WSTD SPL WSTE DISPOSAL FEE

*****TRAILER*****

Breakaway switch broke, light marker not
working, license plate light not functioning.
Safety chain clips are bent, failed inspection
Flot box lid broken.

M25-114A LIGHT, SIDE MARKER AMBER M540
M25-0000-436 LIGHT, LICENSE PLATE
M25-SC3836G70 CHAIN, SAFETY 3/8 X 36" W/HOOK
M25-89102 SWITCH, BREAKAWAY W/PIN
K26-FLOAT-BOX-SM BOX, FLOAT SMALL LOCK-LID
SRV-102656LF LABOR
MISC SHOP MISC SHOP SUPPLIES
WSTD SPL WSTE DISPOSAL FEE
TEST PIT TEST PIT LABOR

Service Order

No. WO-148221

Invoice to

CITY OF ORMOND BEACH

CITY OF ORMOND BEACH

ACCOUNTS PAYABLE

500 N ORCHARD ST

ORMOND BEACH, FL 32174

Phone No. (386) 677-0311

Email

1	356.32	15	302.87	302.87
1	12.38	15	10.52	10.52
2	15.7	15	26.69	26.69
1	64.9	15	55.16	55.16
2.5	155		387.5	387.5
2.5	21.5		53.75	53.75
1.5	9		13.5	13.5
1	2.56	15	2.18	2.18
1	6.69	15	5.69	5.69
2	39.94	15	67.9	67.9
1	43.77	15	37.2	37.2
1	218.31	15	185.56	185.56
4	155		620	620
4	21.5		86	86
2	9		18	18
2	145		290	290
Total			15,385.62	15,385.62



Experience Innovation

THOMPSON PUMP & MFG CO., INC.
4620 CITY CENTER DR
PORT ORANGE, FL 32129-4121
USA

Phone No. 386-767-7310
Fax No. 386-761-0362

Ship-to Address

CITY OF ORMOND BEACH
CUSTOMER PICK UP @ FACTORY
Howard Rubright
4620 CITY CENTER DR
PORT ORANGE, FL 32129

Service Order

No. WO-148221

Invoice to

CITY OF ORMOND BEACH
CITY OF ORMOND BEACH
ACCOUNTS PAYABLE
500 N ORCHARD ST
ORMOND BEACH, FL 32174
Phone No. (386) 677-0311
Email

Sub Total	\$15,385.62
Tax Amount	\$0.00
Total Amount	\$15,385.62



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-207
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	Third Party Administration Services for Workers' Compensation		
Summary:	This is a request to approve the award of Third Party Administration services for workers' compensation claims to Relation Insurance Services. Services include managed care services, bill review, utilization review, subrogation services, pharmacy management, state reporting, loss/claims reporting to excess insurer, banking, coordination of ancillary services, benefit payment, and medical management. Relation Insurance Services was initially awarded the contract in 2007 and then in subsequent, periodic requests for proposals. The vendor has consistently provided excellent service to injured employees and worked as the City's partner for education, training, and reporting. They are responsive to the City's requests for meetings, changes in procedures, and other operational processes.		
Financial Impact:	Administrative costs are approximately \$55,000 per year and are included in the budget, Fund 502-Workers' Compensation Fund.		
Citizen Impact:	The workers' compensation program helps ensure employee safety and the proper management of claims.		
Recommended Action (Staff, Advisory Board and/or Other):	Evaluation committee (Finance Director, Human Resources Manager, and Risk Manager) independently scored, discussed, and recommended a contract award to Relation Insurance Services for workers' compensation third party administration services.		
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226		
Attachments:	23-207 Relation Ins - workers comp (P23-0229G) - Relation Insurance agreement - RFP 2024-03 Evaluation Score Summary		

Approval:	Kelly McGuire, Finance Director	11/3/2023
	Claire Whitley, Assistant City Manager	11/22/2023
	Joyce Shanahan, City Manager	11/29/2023

RESOLUTION NO. 2023-207

A RESOLUTION ACCEPTING THE PROPOSAL OF
RELATION INSURANCE SERVICES OF FLORIDA, INC.
REGARDING WORKERS' COMPENSATION CLAIMS
ADMINISTRATION AND MEDICAL MANAGEMENT
SERVICES; AUTHORIZING THE EXECUTION OF AN
AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL
OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE
DATE.

WHEREAS, the City solicited proposals for workers' compensation claims third party administration services (RFP 2024-03) (the "Services"), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's Review Committee evaluated the two (2) proposals received, and determined the most advantageous proposal for the City, taking into consideration cost, service and stability, to be the proposal submitted by Relation Insurance Services of Florida, Inc., and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposal of Relation Insurance Services of Florida, Inc. to perform the services and execute an Agreement for the services, a copy of said proposal being incorporated in the Agreement which is attached hereto and incorporated herein by reference, now therefore,

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

SECTION ONE. The proposal of Relation Insurance Services of Florida, Inc. to perform the aforescribed services is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute the attached Agreement between the City and Relation Insurance Services of Florida, Inc. for the services at the prices set forth therein.

SECTION THREE. All other proposals to provide the aforescribed services for the City of Ormond Beach shall be deemed rejected upon the execution of an agreement with Relation Insurance Services of Florida, Inc.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Relation Insurance Services of Florida, Inc.** ("Contractor"), a Florida Corporation, 700 Central Parkway, Stuart, FL 34994 and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work/Responsibilities.** The Request for Proposal (#2024-03) and the Contractor's Proposal dated October 5, 2023, attached hereto as Exhibit "A", are incorporated herein by reference and are a material part of this Agreement. Contractor shall provide the services described herein for the costs outlined in Exhibit "A".

A. CLAIMS ADMINISTRATION SERVICES

The Contractor will supervise and administer the Risk Management Program of the City in compliance with all applicable laws, rules and regulations governing the administration of the program; the Contractor will act as the representative of the City in all matters related to such administration and will provide the following and such other services as may be considered necessary and which are mutually acceptable to both parties:

- (i) Supervise and administer the self-insurance program in compliance with all applicable laws, rules, and regulations governing the administration of self-insurance programs and all other laws relating to insurance and imposed by the State of Florida.
- (ii) Provide qualified and experienced personnel capable of protecting the assets of the City against the perils and risks assumed by the program. The Contractor must maintain an office with toll-free telephone service and experienced employees.
- (iii) Make necessary arrangements to keep the City qualified as an individual self-insured in the State of Florida for all coverages that may require qualification, compute assessments to be paid and prepare all required filings and reports to all governing authorities.
- (iv) Establish and administer a Risk Management Program information system for all functions and locations.
- (v) Complete processing deductible loss adjustments, investigations and settlements falling within the self-insured retention level. Submissions of all investigation reports, legal actions, court orders, or awards shall be provided to the City together with recommendations to be taken in the event claims exceed the

limits of authority of Contractor. The Contractor must obtain prior approval from the City for all settlements.

(vi) Coordinate investigations of and manage litigated claims with defense attorneys.

(vii) Compile and publish statistical information on the cost of claims, both as a measure of the achievement of program objectives, as a guide for the direction of future efforts and as a historical record to renew excess insurance and administration contracts. The format shall be designed to permit the City to determine timely program progress reports and to meet the requirements of other bodies of authority that may require such reports. Cost is outlined in **Exhibit A**.

(viii) Develop subrogation possibilities and assist in the collection of same.

(ix) Assist in the development of a complete Risk Management Program including comprehensive safety and loss prevention programs and claims reporting procedures. The City may request loss prevention services as frequently as needed per rates included in **Exhibit A**.

(x) In the event of termination of the contract, Contractor shall not have any responsibility or obligation to handle any incurred claims beyond sixty (60) days after the termination date. If desired, City and Contractor may enter into a separate agreement at a rate to be negotiated to handle claims beyond the termination date.

(xi) Perform managed care services including, but not limited to reduction of all medical costs to the approved State of Florida fee schedule (fees will be paid as a medical expense and charged to the individual claim file per NCCI guidelines and procedures at negotiated fee); utilization review including pre-admission certification, concurrent review, and discharge planning; home health care; other accepted methods and techniques appropriate to patient needs and quality of care dictates that will result in cost savings to City. Rates are outlined in **Exhibit A**.

B. RESPONSIBILITIES OF THE CITY

The City shall have and perform the following duties, obligations, and responsibilities to the Contractor.

(i) **Obligation & Responsibility for Payment.** The City has the sole obligation and responsibility for funding the payment of workers' compensation claims made by its employees. Contractor assumes no duty to fund any such claims at any time and shall have no obligation to advance funds for such payment.

(ii) **Deposit Account.** Prior to the commencement of this Agreement, the City shall establish a bank account at a bank of the City's choosing and this account will be used to process all claim checks. The City will be responsible for the proper

funding of this account as well as all banking fees, bank interfaces and the bank reconciliations. Contractor shall use the funds deposited by the City into the account to pay claim settlements within the discretionary settlement authority limit or as otherwise authorized by the City, and to pay interim claim payments, indemnity payments, medical expenses and allocated expenses.

(iii) **Management of Account.** It is the City's responsibility to establish and replenish the bank account with funds sufficient to cover all claim payments. The City may, at its discretion, increase or decrease the minimum funding levels based on actual claim activity. The bank account shall remain in effect until all claims activity ceases under this agreement.

(iv) **Allocated Loss Adjustment Expense.** Coverage costs shall include but not limited to: cost of medical and indemnity benefits, outside investigation of claims, surveillance, vocational rehabilitation, on-site case management, legal fees, court or hearing costs, depositions, documents and exhibits, witness fees, photography and other incidental and special costs. Coverage costs shall be borne by the City as normal claims related expenditures and shall be charged against the Deposit Account.

(v) **Instructions from City.** The City shall duly consider all written notices and recommendations made by Contractor relative to the administration of claims, including medical and litigation services, with the understanding that the final authority rests with the City. Contractor shall not be responsible or liable for any action or inaction of the City, which is contrary to a lawful written recommendation or instruction by Contractor, applicable by law, and/or workers compensation law that causes any claim to not be properly adjusted, administered, and/or processed.

C. LIMITS OF THE CONTRACTOR'S RESPONSIBILITY

The Contractor shall have no responsibility, risk, liability or obligation for the funding of claims, losses, or liabilities. The responsibility and obligation for funding the program exposures shall be solely and totally the responsibility of the City.

The Contractor shall be liable for the recovery of claim processing errors arising from the Contractor's performance pursuant to the terms of this agreement, excepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Contractor shall use diligent efforts toward the recovery of any loss therefrom. Contractor's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the agreement.

It is understood and agreed that the Contractor is and shall remain an independent contractor with respect to the services being performed by the Contractor pursuant to this Agreement and shall not for any purpose be deemed an employee of the City,

nor shall the relationship of the parties be deemed that of partners or joint ventures. Contractor does not assume any responsibility, risk, liability or obligation for the general policy direction of the program, the adequacy of the funding thereof, or any act or omission or breach of duty by parties other than Contractor. Contractor shall not be deemed an insurer, underwriter or guarantor with respect to any expenses payable under the program.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of five (5) years and may be renewed for additional one-year periods upon mutual agreement of the parties.
3. **Consideration.** Contractor shall perform the services at the prices set forth on Exhibit "A". Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City pursuant to the Florida Prompt Payment Act, Chapter 218 (Part VII), Sections 218.70-218.80, *Florida Statutes*, as the same presently exists or may hereafter be amended.
4. **Delivery.** Contractor shall perform the services pursuant to Exhibit "A".
5. **Default and Termination of Agreement.**

(A) **Default.** The failure of either party to comply with any provision of this Agreement will place that party in default. Prior to terminating the Agreement, the non-defaulting party will notify the defaulting party in writing. This notification will make specific reference to the provision(s) the defaulting party failed to comply with, the exact nature of the default, and the action that needs to occur to correct the default. The non-defaulting party will give the defaulting party a minimum of ten (10) business days to correct the default. The City's Risk Manager shall be authorized to provide the written notice described herein on behalf of the City. If the default is not corrected within the allotted time, the non-defaulting party shall be permitted to terminate this Agreement, effective upon the receipt by the defaulting party of a written termination notice.

(B) **Bankruptcy.** If either party files a petition for bankruptcy or a petition or answer seeking reorganization, becomes or is insolvent or bankrupt, has a receiver appointed for its benefit, admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, the other party may immediately terminate this Agreement.

The Contractor may, at its sole discretion, terminate this agreement in the event that the City fails to properly fund the Program within fifteen (15) days of receiving a written request to do so from the Contractor.

Upon termination by either party, the Contractor shall, within ninety (90) days of the termination of services under this agreement, deliver to the City a complete and final accounting of the financial status of the Program. The Contractor shall, upon the request and at the expense of the City, provide computer runs detailing various aspects of City's

Program. Upon termination, the City understands and agrees that, except where there is evidence of gross negligence or willful misconduct or fraud, the Contractor is released from all liability, loss or damage arising in any manner out of the Program or its administration or the performance by the Contractor pursuant to the terms of this Agreement.

It is understood that at termination of the Agreement, the Contractor shall not have any responsibility or obligation to handle any incurred claims beyond 60 days after the termination date. If desired, City and Contractor may enter into a separate agreement, at a rate to be negotiated, to handle claims beyond the termination date.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach

Joyce A. Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor

Relation Insurance Services of Florida, Inc.
700 Central Parkway
Stuart, FL 34994
Attn: Tim McCreary, President

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the

City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 23A below. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

18. Types of Insurance and Limits of Liability.

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million

**Combined Single Limit for Bodily Injury
and Property Damage**

- (d) Excess Liability**

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

- (e) Builder's Risk**

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

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

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.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

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

21. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

22. **Ownership and Retention of Claim Files.** Contractor will retain all Contractor Claim Files during the time the Agreement is in effect. Subject to the forgoing, Contractor will make available to the City for copying, at its expense, or inspection any records relating to any Contractor Claim Files created pursuant to this Agreement upon written request of the City. Contractor will also make Contractor Claims Files available to any other third party as required by and in accordance with applicable law. All claim files created pursuant to this Agreement are the sole property of the City. However, Contractor may keep a copy of all such claim files for its legitimate business purposes and shall not use any such claim files in a manner inconsistent with this Agreement or in violation of applicable law.

Upon termination of the Agreement, the City will be responsible for the retention and storage of all claim files. City is also responsible for all shipping costs associated with transporting of claim files.

23. **Defenses.**

(A) Contractor agrees to defend and hold the City harmless:

(i) for any penalty or fine the City shall suffer that is solely the fault of the Contractor;

(ii) for the recovery of claims processing errors arising from the Contractor's performance pursuant to the terms of this agreement, excepting liability for any such error that is reasonable, made in good faith, and within acceptable industry standards. Contractor shall use diligent efforts toward the recovery of any loss therefrom. Contractor's liability, if any, shall be limited to the amount in excess of the claim amount(s) payable under the terms of the agreement;

(iii) for any claims resulting from errors, omissions, willful or unlawful acts, or negligence on the part of Contractor unless the actions of Contractor were taken at the direction of the City or as the result of the City's negligence.

(B) The City agrees to defend and hold Contractor harmless:

(i) for any and all claims that arise out of this contract in the event of an adverse result or judgment when Contractor could have settled the claim within its discretionary settlement authority, if Contractor is not guilty of error other than error in judgment;

(ii) for any action resulting from Contractor acting at the direction of the City in the event Contractor becomes liable to any third parties;

(iii) for any action resulting from a cause of action involving a claim covered under the City's self-insurance program where Contractor's involvement is providing the services specified under this contract.

(C) Both parties acknowledge that City has the final authority in the administration of this program.

(D) Both parties acknowledge that neither City nor Contractor has the authority or capacity to affect or force the settlement of a claim by any insurance company providing benefits as a part of Contractor's Program.

24. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

25. **Compliance With Florida Public Records Law.** Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by

law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

26. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner.

27. **Waiver of Right to Jury Trial.** 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.

28. Verification of Employment Status Using E-Verify System

- (a) 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*.
- (b) 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.
- (c) 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.

29. No Conflict of Interest. The Contractor warrants and agrees that neither it, nor any of its employees, agents, officers, directors, shareholders and independent contractors are, or will become, under contract with or accept compensation from any individual, business, corporation or governmental entity that has the possibility of an adverse interest to those of the City of Ormond Beach. The Contractor and its officers, directors, shareholders, employers, agents and subcontractors, agree not to provide any services or assistance to any entity directly or indirectly relating to the services provided to the City and to immediately notify the City Manager and City Attorney of any contact with any entity that has, or potentially has, a conflict of interest with the City of Ormond Beach. This provision shall be interpreted as broadly as possible to prevent any potential or actual conflict of interest presently or in the future by the Contractor.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this _____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

By: _____

Print Name: _____

BILL PARTINGTON

Mayor

By: _____

Print Name: _____

JOYCE A. SHANAHAN

City Manager

DATED this _____ day of _____, 2023.

Witnesses:

**RELATION INSURANCE SERVICES
OF FLORIDA, INC.**

By: _____

Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Third Party Administration Services for Workers' Compensation

RFP NUMBER: 2024-03

RFP OPENING DATE & TIME: October 10, 2023 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Relation Insurance Services of Florida

PROPOSER'S MAILING ADDRESS: 700 Central Park Way

CITY-STATE-ZIP: Stuart, Florida 34994

F.E.I.N.: 59-2989676

PHONE NUMBER: 800-431-2221 ext. 8592

EMAIL: Tim.mccreary@relationinsurance.com

If returning as a "No Submittal", please state reason (s)

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

AUTHORIZED SIGNATURE (MANUAL)

Tim McCreary

NAME (TYPED)

President

TITLE

10/02/23

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Responses submitted by telephone, fax or email will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: The RFP Tabulation will be posted on Demandstar (www.demandstar.com). Any submitter wishing to receive a paper copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174
(386)677-0311
CITYCLERK@ORMONDBEACH.ORG
or online at
<https://www.ormondbeach.org/prr>

Ref: Fla. Stat. §119.0701(2016)

City of Ormond Beach
Request for Proposal
Third Party Administration Services for Workers' Compensation
(RFQ No. 2024-03)

STATEMENT OF PURPOSE

The City of Ormond Beach, Florida is seeking experienced and qualified firms that demonstrate the highest level of ability to provide Third Party Administration Services including Managed Care for Workers' Compensation claims.

TERM OF AGREEMENT

The initial term of this Agreement shall be for a period of five (5) years and may be renewed for additional one (1) year periods upon mutual agreement of the parties. The contract for services will commence upon acceptance by the City Commission. Either party may cancel the Agreement at any time by providing written notice of such cancellation at least sixty (60) days prior to the date of cancellation. The parties may mutually agree to waive the sixty (60) day notice requirement.

GENERAL INSTRUCTIONS

1. Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP 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
City of Ormond Beach
22 South Beach Street, Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

1. Signature Requirements: Submittals must be signed by a duly authorized official(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.
2. Submittal Delivery: The City of must receive one (1) signed original of the complete proposal packet and one (1) complete electronic pdf format copy on thumb drive or CD, by the closing date and time. Submit proposals to: Rob Hart, Purchasing Coordinator, City Hall, 22 South Beach Street, Room 102, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

3. Addenda and Supplements to the Request for Proposal (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, addendums or supplements to the RFP will be issued. Efforts will be made to provide such addendums or supplements to each firm that has requested a copy of this RFP document, however, it remains the Submitters responsibility for ascertaining if addendums or supplements have been issued, and if so, to obtain them.
4. Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposer or proposers.
5. Cost of Submittal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the submittal or presentation.
6. Submittals to be in Effect: Each submittal shall be valid for a period of not less than ninety (90) days from date of receipt.
7. Qualification of Submitter: The City of Ormond Beach reserves the right to require any Submitter to provide such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Submitter. The Submitter will have a minimum of **ten (10) years** experience in the field. Failure to provide any required information may result in the proposal being rejected as nonresponsive.

SCOPE OF SERVICES

The City of Ormond Beach (City hereafter) is soliciting Third Party Administration for Workers' Compensation claims including Managed Care Services, bill review, and subrogation services. Proposers should presume they will handle all workers' compensation claims.

SELECTION PROCESS

The City's Insurance Program Committee established by Sec. 2-312 of the Ormond Beach Code of Ordinances will serve as the final reviewing committee and will utilize the evaluation criteria on the Submission Form in selecting a firm/individual to perform these services.

Professional Qualifications: Any firm/individual qualified to perform the required work, having demonstrable professional experience in the Worker's Compensation Claims Administration arena and the proper licensing, and having interest in providing such services to the City of Ormond Beach, is invited to submit a Letter of Interest and Submittal.

Information to be Submitted: The proposal package shall consist of the following:

1. One (1) original letter of interest, loose and unbound.
2. One (1) signed original of the complete packet and one (1) complete electronic pdf format copy on thumb drive or CD including the following:

- a) Copy of the letter of interest.
 - b) Completed Request for Proposal (RFP) form, and Addendum Acknowledgement.
 - c) Philosophy and general project approach of the firm or individual.
 - d) **Complete the Submission Form.**
- 3. **Certification.** Submitters must certify they have the capacity to provide claims administration services, as described herein, and that they have successfully participated in similar Agreements within the past ten (10) years. The applicants must also certify that they are in good professional standing and that they understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.
 - 4. Submitters must provide copies of all professional certifications for the services to be provided.
 - 5. Documentation as to 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.
 - 6. Copy of firm's current Operational Business License renewal. Upon award of contract, the firm must register with the City's Licensing and Permitting Office.
 - 7. Copy of firm's Errors and Omissions insurance certificate.
 - 8. Conflict, Non-Conflict of Interest Statement and Litigation Statement
 - 9. Drug Free Workplace Certificate
 - 10. E-Verify Form

Registration Requirements

VENDORS/CONTRACTORS/CONSULTANTS doing business within the City Limits must be **Registered** with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

- Copy of City Occupational License (where your business is located).
- Copy of State License (If applicable).
- Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
- Application Fee: **\$25.00** (voluntary - with certain restrictions) For more information, contact the City's Licensing and Permit Coordinator.

STATE REGISTERED CONTRACTORS

- Copy of City Business Tax Receipt (where your business is located).
- Copy of State Registration.
- Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
- Letter of Reciprocity (from City or County that sponsored you for your Block Exam).
- Total Application Fee: **\$40.00** (\$15.00 for Comp Card and \$25.00 for Business Registration; payable to the City of Ormond Beach) For more information, contact the City's Permit Manager. Submit Letter of Reciprocity and completed Application Form to:

City of Ormond Beach
Permit Manager
Post Office Box 277
Ormond Beach, FL 32175-0277
Phone: (386) 676-3235
Fax: (386) 676-3361

RISK MANAGEMENT, BONDING AND INSURANCE REQUIREMENTS

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.
 - ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days

thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.

9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage, the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

City of Ormond Beach
Request for Qualifications
Agent of Record for Property & Casualty Insurance
(RFQ No. 2024-03)

RFO RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into an Agreement with the CITY in the form included in the Request for Proposal (RFP) Documents to complete all Work, as specified or indicated in the RFP Documents, for the agreed upon Contract Price and within the Contract Time and in full accordance with the conditions of the Contract Documents.

SUBMITTER 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.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
09/28/23

Addendum Number
1

Receipt of all of which is hereby acknowledged.

SUBMITTER 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 SUBMITTER deems necessary.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Relation Insurance Services of Florida

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 700 Central Park Way, Stuart Florida 34994

PHONE NO.: 800-431-2221 ext. 8592

FAX NO.: (772) 919-8592

SUBMITTER'S NAME: Tim McCreary
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required on each document)

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 Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

Request for Proposal

**Third Party Administration for Workers' Compensation Claims
(RFP No. 2024-03)**

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.

Relation Insurance Services of Florida

COMPANY NAME



AUTHORIZED SIGNATURE

Tim McCreary

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

10/02/23

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Third Party Administration for Workers' Compensation Claims
(RFP No. 2024-03)

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Signature

Tim McCreary

Print Name

President

Title

City of Ormond Beach
Request for Proposal
Third Party Administration for Workers' Compensation Claims
(RFP No. 2024-03)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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.

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.

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.

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.

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.

Relation Insurance Services of Florida
COMPANY NAME


AUTHORIZED SIGNATURE

Tim McCreary

NAME

President

TITLE

10/02/23

DATE

SUBMISSION FORM

VENDOR REQUIREMENTS/INFORMATION

Proposers must attach the response to each item listed below.

Office/Personnel & Use of Outside Services: (20 points)

-
1. Provide details regarding the claims office and claim-handling personnel.
 2. Explain claim-handling method, that is, amount of in-house adjusting and the amount of work handled by field adjusters.
 3. Provide the average number of claims or workload handled by an adjuster. Does the adjuster handle medical only and indemnity files?
 4. Provide an explanation of the types of outside services you use and the additional cost for each, e.g., surveillance, subrogation, and case management. Please provide credentials for these persons.
-

Fees and Costs: (20 points)

Please provide a complete list of services and the associated costs. Provide comments when addressing overrides your company will pay/receive when dealing with outside firms serving as loss control, managed care, pharmacy benefits, etc.

1. **Open claims:** state the cost for handling the city's open claims as of the inception of the proposed claims administration contract.
2. **Claim handling beyond termination of contract:** Proposer should state its responsibility and cost for handling claims to conclusion if after the termination of the claim handling contract.
3. Please provide a listing of the types of charges and method for charging. Please also indicate the extent travel charges for field case management applied.

Claim Handling: (25 points)

1. Prompt and accurate claims handling is expected. Please describe the methods the city may contact your company to report a claim, make an inquiry, discuss a problem, etc.
2. The claim adjuster should exercise their best judgment in determining the reserves for future payments, settling or denying a claim, and compliance with all applicable laws and regulations. Please describe your methods to:
 - a. Perform necessary investigation to assure validity of claim.
 - b. Establish and maintain complete file for each claim.
 - c. Properly review, process, and pay claims in a timely manner.
 - d. Properly notify excess insurers as required by excess insurance policies.
 - e. Pursue all subrogation and recovery opportunities.
 - f. Continuously practice cost control measures.
 - g. Coordinate with special service providers, e.g. surveillance.

Hold Harmless/Indemnification: The administrator shall agree to hold harmless and indemnify the city for any errors in handling claims and for any fines which may result from the fault of the administrator.

- Proposer shall agree that any payments in excess of valid claims that cannot be recovered shall be refunded to the city.
- **Control:** The administrator may be directed in writing by the city regarding the settlement of claims.

- **Legal services:** Describe the extent the administrator is involved in litigation management. The City Attorney selects the attorney to handle and control all litigated matters. You may recommend a well qualified legal counselor for the city's consideration.
- **Right to Inspect/Copy/Audit:** The city shall have the right to inspect, copy, or audit files including using an outsider auditor to conduct these functions on its behalf.
- **Claims Records as City Property:** Proposer shall comment on its understanding that all claims file and other related records are the property of the city, not the administrator and shall be given to the city upon the termination of the contract.

Claim Reports: (10 points)

Proposer must provide monthly and annual summary reports for all claims, recapping, by year, experience. Reports should be provided annually with October 1 as the anniversary date. Proposer should comment on ability to provide special reports and on-line access to claims management information systems.

- Proposer should state claim retention procedure.
- Cost for each special report.
- Ability to evaluate the city's experience modification and cost for the same.

Provider Network: (15 points)

Proposer must be able to offer a high quality, accessible provider network. Provider networks should include hospital, physician, and other provider groups in Volusia, Flagler, St. John's, Seminole, Orange, and Lake Counties.

Plan Implementation: It is a requirement that the proposer awarded this contract provides representative(s) to assist with implementation and ongoing assistance with routine plan administration.

Proposer qualifications: (10 points)

Proposer should provide information regarding size of firm, services, and a statement regarding handling self-insured programs/public entities.

- Proposer should describe Errors & Omissions and Employee Dishonesty coverage for their organization.

BACKGROUND & UNDERWRITING INFORMATION

Background summary

Current services are provided by Relation Insurance Services, in Stuart, Florida. Relation (formerly Ascension/EMI) was contracted on October 1, 2007. Prior to Ascension/EMI, The County of Volusia provided claims administration services. The current contract has renewed annually.

PAID CLAIMS REPORT



Summary Loss Report

City of Ormond Beach

All Claims as of 7/31/2023 12:00:00 AM

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2015	WC	Became Lost Time	\$0.00	\$168,519.71	\$168,519.71	3	0
	WC	Medical Only	\$0.00	\$56,858.02	\$56,858.02	22	0
2016			\$0.00	\$226,877.78	\$226,877.78	26	0

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2016	WC	Became Lost Time	\$20,442.70	\$68,505.13	\$88,947.83	3	1
	WC	Medical Only	\$0.00	\$115,324.37	\$115,324.37	32	0
2016			\$20,442.70	\$183,829.50	\$204,272.20	35	1

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2017	WC	Became Lost Time	\$0.00	\$7,997.09	\$7,997.09	1	0
	WC	Lost Time	\$0.00	\$915,211.06	\$915,211.06	2	0
	WC	Medical Only	\$0.00	\$32,373.06	\$32,373.06	26	0
2017			\$0.00	\$955,581.21	\$955,581.21	29	0

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2018	WC	Became Lost Time	\$0.00	\$49,265.50	\$49,265.50	3	0
	WC	Lost Time	\$0.00	\$463,716.23	\$463,716.23	3	0
	WC	Medical Only	\$0.00	\$122,363.10	\$122,363.10	43	0
2018			\$0.00	\$635,344.83	\$635,344.83	49	0

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2019	WC	Became Lost Time	\$0.00	\$187,960.50	\$187,960.50	7	0
	WC	Lost Time	\$13,636.49	\$247,719.61	\$261,356.10	2	1
	WC	Medical Only	\$0.00	\$52,165.67	\$52,165.67	31	0
2019			\$13,636.49	\$487,845.78	\$601,481.27	40	1

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2020	WC	Became Lost Time	\$0.00	\$60,524.03	\$60,524.03	2	0
	WC	Lost Time	\$233,143.24	\$481,873.95	\$715,017.19	6	2
	WC	Medical Only	\$0.00	\$56,988.15	\$56,988.15	24	0
2020			\$233,143.24	\$699,386.13	\$932,629.37	32	2

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2021	WC	Became Lost Time	\$6,005.19	\$87,994.81	\$94,000.00	1	1
	WC	Lost Time	\$0.00	\$3,690.92	\$3,690.92	4	0
	WC	Medical Only	\$4,101.15	\$44,239.20	\$48,340.35	28	2
2021			\$10,106.34	\$136,924.93	\$148,031.27	33	3

Fiscal	LOB Code	Claim Type Desc	Outstanding Reserves	Paid to Date	Total Incurred	Total Claim Count	Open Claim Count
2022	WC	Became Lost Time	\$16,515.33	\$23,353.43	\$39,878.75	3	3
	WC	Medical Only	\$14,441.59	\$21,372.06	\$35,813.65	25	5
2022			\$30,956.92	\$44,725.48	\$75,682.40	28	12

			\$308,284.68	\$3,268,028.59	\$3,676,311.28	271	19
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QUESTIONNAIRE

Proposers must respond to each question listed below (please attach a separate sheet labeled with your responses to this section):

GENERAL QUESTIONS

1. Please provide a list of names, contact persons and telephone numbers of three clients for whom you provide similar coverage(s) in Central Florida with more than 300 covered employees.
2. Will you agree to indemnify and hold harmless the City (including all its agencies) and its employees and agents, with respect to any and all claims, suits, actions, liabilities, and costs on any kind arising from your actions or those of network providers under the managed medical care program?
3. Describe any performance guarantee programs your company proposes. Please indicate the group name, address, name of person to contact, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.

NETWORK OPERATION / QUALITY ASSURANCE QUESTIONS

Provide a directory of the primary care physicians and specialists in Volusia who are contracted in your or the rented network. Separately provide the same information for Flagler County and Orange County.

Do you hold any contracts with physicians, hospitals, specialists, leased networks or subcontractors? If so, please describe the arrangement(s).

DATA & REPORTING REQUIREMENTS

Each proposer must list the name of each periodic report with a description of the data contained and frequency of each.



October 5, 2023



City of Ormond Beach
Response to Electronic Request for Proposals
RFP Number: 2024-03

Event Name: Third Party Insurance Claims Administration

Presented By: Relation Insurance Services of Florida
700 SE Central Parkway
Stuart, FL 34994

Contact: Tim McCreary, President
tim.mccreary@relationinsurance.com
(772) 919-8592



October 5, 2023

Statement of Interest

Re: City of Ormond Beach Request for Proposal
Third Party Administration Services for Workers' Compensation (RFQ No. 2024-03)

For nearly 16 years, Relation has built a solid foundation with the City of Ormond Beach as its Claims Servicing Provider. We truly appreciate the opportunity to respond to this RFP and believe that our expertise, as well as our long-standing relationships with insurance carriers, the legal system, medical providers, bill review and other intermediaries will continue to serve and add value to the City of Ormond Beach going forward.

As you are aware, Relation's corporate philosophy is to provide exceptional service, while continuously maintaining the highest level of quality and customer satisfaction. Our team of insurance professionals is highly skilled at navigating the complex insurance market and is committed to meeting the complete insurance needs for the City of Ormond Beach. Relation's forty plus years of experience providing quality service to governmental agencies in Florida makes us the insurance administrator of choice. Please read the attachment, "The Key to Success is Culture" for a better insight to our philosophy on building relationships with our employees and clients.

Relation will bring you the latest ground-breaking ideas, thoughtful leadership, and customized solutions in a timely manner. We will outline all your options and be flexible in the direction you decide to take. Our approach is consultative, not directive. Ultimately, our job is to provide you with all the information and guidance you need to make informed decisions as to what is in the best interest for the City of Ormond Beach.

In this financial environment cost containment is critical. For the last 40 years, Relation has been aggressive in preserving its client's financial position. Relation has been able to analyze other programs and offer improvements that resulted in considerable savings. With a team approach and a thorough analysis process, we determine the best possible alternatives and solutions. Relation is confident its levels of service are higher than those offered by other TPAs. At Relation, we deliver on what we promise and would love the opportunity to continue servicing the City of Ormond Beach's claims.

Sincerely,

A handwritten signature in dark ink, appearing to read "Tim McCreary".

Tim McCreary
President, Florida



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Third Party Administration Services for Workers' Compensation

RFP NUMBER: 2024-03

RFP OPENING DATE & TIME: October 10, 2023 at 2:00 pm

RFP OPENING LOCATION: City Hall Training Room at Ormond Beach City Hall

PRE-PROPOSAL MEETING DATE & TIME: None

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Relation Insurance Services of Florida

PROPOSER'S MAILING ADDRESS: 700 Central Park Way

CITY-STATE-ZIP: Stuart, Florida 34994

F.E.I.N.: 59-2989676

PHONE NUMBER: 800-431-2221 ext. 8592

EMAIL: Tim.mccreary@relationinsurance.com

If returning as a "No Submittal", please state reason (s) _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X 
AUTHORIZED SIGNATURE (MANUAL)

Tim McCreary
NAME (TYPED)

President
TITLE

10/02/23
DATED

City of Ormond Beach
Request for Qualifications
Agent of Record for Property & Casualty Insurance
(RFQ No. 2024-03)

RFQ RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into an Agreement with the CITY in the form included in the Request for Proposal (RFP) Documents to complete all Work, as specified or indicated in the RFP Documents, for the agreed upon Contract Price and within the Contract Time and in full accordance with the conditions of the Contract Documents.

SUBMITTER 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.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

09/28/23

Addendum Number

1

Receipt of all of which is hereby acknowledged.

SUBMITTER 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 SUBMITTER deems necessary.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Relation Insurance Services of Florida

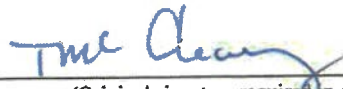
VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 700 Central Park Way, Stuart Florida 34994

PHONE NO.: 800-431-2221 ext. 8592 FAX NO.: (772) 919-8592

SUBMITTER'S NAME: Tim McCreary
(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I,  hereby
(Original signature required in each document)

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 Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.



Philosophy and General Project Approach

Philosophy

Relation's philosophy has always been and always will be about building lasting relationships with our employees, clients, and providers. We firmly believe that client satisfaction and a positive company culture are the cornerstones of our success. We understand that the foundation of any thriving business is built upon strong relationships, both within the organization and with our clients. Our philosophy is deeply rooted in the principle that happy clients and a harmonious work environment are not just desirable outcomes; they are essential ingredients for sustainable growth and meaningful impact.

- ◆ Please read the attachment, "The Key to Success is Culture" for a better insight to our philosophy on building and maintaining relationships with our employees and clients.
- ◆ Please read the attachment, "Performance Standards Workers Compensation Department", to give further insight to our philosophy on claims handling.

General Project Approach

Relation Insurance Services of Florida is the current Third-Party Administrator for the City of Ormond Beach.

The True Key to Success Is CULTURE

BY ED PAGE

“Being a great place to work is the difference between a good company and a great company.”

—Brian Kristofek, president and CEO of Upshot, in *Entrepreneur*

In almost 30 years of working with and leading many different organizations, I have seen that culture matters more to success than does any other factor. Energized employees who are enthusiastic about the work they do, and the environment in which they do it, will have a dramatically bigger impact than those who aren't. Whether they're creating a better customer experience, finding ways to improve profitability, or helping recruit other energized and enthusiastic employees, they create a virtuous cycle that continually builds upon itself.

This is not new or original thinking. The question then is not so much why business leaders should focus on building a great culture, but rather how.

I'm proud of what we've created at Relation Insurance Services. Over the past five years, since I first joined, we've transformed from a low-morale, low-performing organization into a high-morale, high-performing one. We measure ourselves through quarterly internal employee surveys and external metrics, such as our Glassdoor rating, both of which have consistently and significantly improved over time. Not surprisingly, our financial results have also dramatically improved—we've nearly doubled our

profitability and last year had the best financial performance in our company's history.

Here are 10 ways we have created a fun, high-performing culture:

1. Walk the walk. Senior leaders set the tone for any organization. Your employees see everything you do—your work habits, the way you treat people, your consistency (or lack thereof), and the behaviors you demonstrate every day. While words matter, leaders' actions matter far more. Culture is always set from the top and created by example—so strive to be an excellent one.

At Relation, we do a number of the things to help demonstrate the culture we want to have. For example, each employee gets a handwritten note from myself and our CEO, Joe Tatum, to celebrate 5, 10, 15 years and so on at the company.

We recently introduced a sales training program that wasn't an easy thing to learn but has tons of value when fully embraced. The head of our sales teams and I committed to handwriting the key program from memory every day for 10 days and emailing it to the sales team to show we did it. It's highly unlikely that I will ever be in a position to use the



program myself, but it was important to demonstrate how important we thought it was and how committed senior leadership is to it.

Similarly, although I have an assistant, I do my own expenses. Since we require all employees to use our expense-management system, I think it's only fair that I deal with the same system they do, so I can share their frustrations and also help drive improvements.

2. Be authentic. Nothing kills culture quicker than a lack of sincerity. If you are someone who can show you care about an individual and what's going on in his or her life, you'll build the relationships that will ultimately help your organization reach its goals. People are far more energized when they feel they are seen and valued as a person. However, nothing is more damaging than being disingenuous or insincere. Be true to yourself, and don't force yourself into an inauthentic position. The more you can find real ways to connect with people in your organization, the better.

We sincerely care about our people, and one way we demonstrate this is by sponsoring company-wide programs that promote healthfulness. We subsidize the purchase of Fitbits and hold competitions. We also provide wellness seminars on nutrition, healthy habits, and mindfulness and assist employees with their individual personal finances through a 401(k)-matching program, as well as an employee-referral bonus program.

3. Play the long game. In the midst of the day-to-day, you may be tempted to hit the easy button or think about what's needed immediately, especially if the short-term decision conflicts with the long-term. Adopt the mindset that you're

creating a company that will last for hundreds of years and act accordingly. Always try to do the right thing, no matter how painful it is.

Several years ago, we created a task force to find ways to improve the experience of our customer service and support teams. It was driven by members of those teams, and they came up with the idea of a week-long celebration to say thank you to the service teams, which are often underappreciated in our business. We were having a tough financial year, as we were still working on improving many aspects of the business, and this had a significant price tag as budgeted. Because we thought it was the right thing to do for our teams, we funded it anyway.

The celebration was a huge hit, and it created tremendous energy and enthusiasm throughout the business. Doing the right thing in this case was a small short-term sacrifice that produced a big return; the next year, we had record-breaking financial performance. I like to think there was some cause and effect at play.

We continue this event annually, and it's my favorite work-week of the year because I get to hang out with the people on the front lines, trying to make them feel as appreciated as they truly are. The level of thanks and appreciation that I get back is multiplied tenfold.

4. Communicate, be transparent, and listen. Most senior leadership teams can do better at communicating with their employees. Almost all can improve their listening skills. When leaders are fully transparent about the good and the bad developments at a company, people are much more engaged and helpful because they know what and why something is happening. So why not tell them?



Listening is a critical part of building culture. You will only be able to improve things if you hear what's really going on and how people are genuinely feeling. You can't fix what you don't know about.

Relation has 33 offices across nine states. Five years ago, we did quarterly all-colleague calls that weren't terribly useful or transparent. We changed to monthly calls and now share the full financial performance of the organization, as well as announce new programs, initiatives, and policy changes.

We've also implemented an employee engagement team, which we've named the President's Council. The group is diverse and includes top performers, people who've been with the company for years, and newer hires who've shown potential. They help evaluate and prioritize employee engagement initiatives, improve the work culture, and even revise company policies.

We also take steps to help the senior leadership team hear from our colleagues, such as:

- Answering anonymous "Ask Joe" questions candidly on our monthly all-colleague call
- Doing quarterly employee experience surveys comprising both multiple-choice and open-ended questions
- Holding all-office town halls/lunches for Q&As with senior leadership
- Using the old-school method of walking around and talking to people

5. Recognize contributions. Recognition is important: It drives behavior by rewarding the good and discouraging the bad. People who feel appreciated end up experiencing more self-worth and positivity about their ability to contribute to the company. The result is a happier and more productive employee.

At Relation, we're driven by results and make it a priority to recognize and reward the hard work of our colleagues in various ways, including the following:

- Rewarding service teams for producers' performance
- Showing a leaderboard of the top sales producers
- Recognizing top service team members and inviting two of them to our annual top sales producers' retreat
- Hosting a kudos@relationinsurance.com email, allowing both colleagues and clients to recognize team members
- Celebrating client wins in our employee newsletter

6. Be humble/admit mistakes. In a high-performance culture, leaders give credit and never take it, while also taking blame and never giving it. Admitting that you made a mistake (especially when it's obvious) creates a culture of learning in which people are not afraid to try new things. This is imperative to helping an organization improve and grow. Successful leaders can admit their mistakes and see opportunities to anticipate the unexpected more quickly. They also share this wisdom with those around them. Don't be too proud to recognize mistakes as valuable teachable moments for yourself and others.

Soon after I joined Relation, it was the holiday season. The salespeople in one of our business units had a long tradition of giving bonuses to their service teams out of their own pockets. We thought it would be a nice touch to add a handwritten note from senior leadership (which was approximately 125 notes). We didn't realize it at the time, but this made it appear as if senior leadership was generating and taking credit for the bonuses—not the salespeople. It took us too long to realize it and fix it, but we took our lumps and made profuse apologies to try to remedy the situation. The bonus mix-up was not our finest hour, but we were sincerely humble and apologetic in explaining how badly we had screwed up.

7. Be accountable. As an accountable leader, you don't blame others when things go topsy-turvy. Rather, you work to build an accurate understanding of where your organization excels and where it has opportunities to grow. Accountable leaders also step up to champion initiatives to help their organization succeed.

The senior leaders at Relation meet weekly to review the decisions and processes that shape our organization. They also assume ownership for the performance of their teams, ask and answer questions of each other, and work to find the best answers.

Every employee writes down his or her yearly objectives and reviews them with his or her supervisor, who provides regular check-ins around performance against the objectives. Formal reviews are done annually for every employee, and bonuses and raises are directly tied to those reviews.

Most recently, we created a salesperson "stoplight report": Those who are performing well are highlighted green, and those who are performing not so well in yellow and red. We also had an initiative to get our entire sales team on LinkedIn and tracked which producers were engaged on social media versus those who weren't. Both of these reports were shared with all sales producers, and we saw marked improvements afterward.

8. Treat everyone with respect. One of my personal pet peeves is when someone powerful (or perceived to be powerful) picks on someone who is unable to defend himself. I believe allowing that type of behavior destroys a productive culture.

We've made it very clear that treating others with respect is a requirement for success at Relation, and treating others poorly is a fatal flaw. We make a point to acknowledge and appreciate individual colleagues who demonstrate kind actions both individually and publicly on the all-colleague call.

9. Have fun and a sense of humor. Having fun and a sense of humor is key to a productive work culture. We spend more time working than we do anything else, so we may as well enjoy it. It's also a great tool for leaders, as it can help diffuse stressful situations and garner respect.

At Relation, we put significant effort into not taking ourselves too seriously and having fun. During our annual NCAA bracket contest, we pit the combined picks of myself and our CEO, Joe, against anyone else in the company who wants to participate. Whoever gets the most bracket points wins a top prize, and whoever gets a higher score than we do also wins a prize. This year, Joe and I were almost near the bottom in terms of our picks, which meant we gave out a lot of prizes. Regardless of the final score, there is always a fair amount of well-intended trash talking throughout the competition, and everyone has a good time with it.

On our monthly all-colleague calls, in addition to in-company announcements, we make a point of recognizing individual anniversaries, new hires, promotions, and other personal milestones, such as weddings and babies. We end every call with a trivia question that allows employees to submit their answers in real-time. The winner receives lunch for everyone in his or her office.

10. Be visible and accessible. When people choose jobs, they base part of their decision on the prestige of the company they're joining. Leadership's external engagement can be one reason a prospective employee joins a firm or stays with it, because employees like to see their leaders being talked about in the news. It can build pride if they are identified with people who are sought after by an external audience.

In addition to being visible outside the office, leaders also need to be available and approachable within the office. One way to do this is the good old-fashioned "management by walking around." Another technique is to do a series of 15- to 20-minute one-on-one meetings. When I visit other offices, I have a sign-up sheet for individual time slots. These meetings have no agenda, and the only ground rule is that no subject is off limits. I find them both powerful and fun because 1) you get to build a bit of a personal connection with someone and learn about them, and 2) it can give you a real sense of what is going on in the organization.

Also, whenever I go to a Relation location, I do my best to try to walk around and at least say hello to everyone, not just to the senior people. Joe, our CEO, is the same way. It's fun to talk to people—you learn a lot and it makes a big difference when you make an effort to be present.

Most leaders understand how important having a great culture is, but many still struggle when it comes to creating and shaping it. They aren't motivated to put forth the effort required to do so, they don't feel they have the skills and capabilities, or they simply don't know where to start. Culture is the single most important factor in driving performance—it's the only thing that consistently drives outsized organizational performance and long-term competitive advantage.

Most properly motivated leaders can create a world-class culture if they are willing to put the effort in, and the skills and capabilities needed to do so can be learned. I believe that every leader should prioritize creating a great culture as a top individual objective. If you already have a great culture, it requires constant work and attention to keep it there. If you don't have one, you have a tremendous opportunity waiting for you to go after it. 

Edward Nathan Page is president and COO of Relation Insurance Services, an insurance brokerage that offers risk-management and benefits consulting services through its family of brands across the U.S. He can be reached on LinkedIn. Visit www.relationinsurance.com for more information.



Performance Standards

Workers' Compensation Department

DISCLAIMER: This manual may not contain all procedures and processes and may not be current. Some of the procedures and processes may have changed due to Relation revisions, carrier requirements, client requirements and the ever-changing rules and statutes of the state of Florida, and other internal and external influences.

This document is a "living document", to be considered a work in progress

Workers' Compensation Claims Procedural Manual

The following guidelines have been established to assure that an efficient and effective program is maintained throughout the entire claims process. In addition to these guidelines, Relation has implemented a comprehensive internal claims system that unfolds the details of each one of the following sections.

Mail Process:

Mail is delivered by the US Postal Service to the front desk during regular business hours. The administrative assistant receives the mail and signs all certified mail.

The mail room clerk performs the following functions:

- Picks up mail at the front desk
- Separates legal, medical, First Report Injuries, and miscellaneous mail
- All documents are scanned into image right and indexed to the specific files.
- All medical bills are scanned to an FTP site where Service First (S1) our billing company retrieves and processes for payment.

Claim Process:

The First Report of Injury (FROI) is received via email.

The FROI's are emailed to FLWCNOTICE@RELATIONINS.COM, once emailed to this address it is imported into Image Right and assigned to the correct adjuster automatically based on the subject with the employer's code.

The adjusters initially review all First Reports of Injury. If additional support is needed, the adjuster will involve other claim professionals in the review. Once approved, the FROI is tasked to an individual designated to open claims:

- Sets up the claim in Assure Claims
- Assigns claim to the designated adjuster in Assure Claims and Image Right
- Creates, attaches and prints the following documents:
 - Introduction letter
 - Fraud statement letter
 - Employee Notification Letter
 - Authorization to furnish medical records
 - Reimbursement mileage form
- Mails out the documents along with the employee brochure and a self-stamped envelope
- Documents date mailed in the Assure Claims claim notes and in Image Right.

- Once the claim is open a task is generated for a three-point contact to be completed.

A claim file is then established, including a diary to allow the WC adjuster to make the initial temporary disability payment within fourteen days of the date disability begins and to file the proper EDI filings with the state. If it has already been ascertained that the disability will exceed the waiting period, disability payments are inputted, or claim is placed on a diary to ensure timely payment and EDI filings.

Initial and Continuing Contact

The adjusters will contact the injured worker shortly after having knowledge of the accident where disability will be longer than seven days. The adjuster will continue to remain in constant communication with the injured worker and be in position to answer any questions the employee may have. The adjusters will also closely monitor the injured worker's satisfaction with medical treatment.

This early contact provides additional control over the claim and allows the WC adjusters to accumulate important information that will be useful for claim management purposes. If disability continues, the WC adjusters will contact the employee at least every two to three weeks to verify the employee's condition, to determine if modified duty can be arranged, and to maintain rapport with the employee. In addition, if disability continues, the WC adjusters will contact the appropriate client department manager to investigate the availability of modified duty.

The authorized attending physician(s) are also contacted frequently to verify disability. Temporary disability benefits are not to be paid without disability verification. All conversations with the injured employee, management personnel, and/or medical providers are documented within the claim file, either in writing or by entering the information into Relation's claim processing system.

Investigations

Investigation of a claim is initiated at the time of the initial contact as described above. Comprehensive investigations are performed when there is questionable compensability, severe or catastrophic injuries and/or complicated by personal health conditions or non-work injuries, and severe injuries and/or injuries where disability in excess of 30 days is anticipated.

Written or recorded statements are taken of injured employees, witnesses, and management personnel in these situations. In addition, the WC adjuster has the discretion to require a statement in other circumstances as warranted. Certain injuries require a written or recorded statement. These include spinal cord injuries, severe burns, fatalities, and loss of limb. They are also taken for questionable claims, such as un-witnessed accidents and claims reported in excess

of 24 hours after an accident.

Recorded statements should contain all information necessary to support the claim actions. General facts such as the date and time of the interview and the employee's information is to be taken, as well as all relevant information related to the accident (e.g., witnesses). In addition, medical care information, physician contact information and related items are captured in the statement.

Indemnity Benefit Payments

As noted, the initial disability benefit shall be paid within 14 days of the date disability begins. The medical provider shall be contacted prior to the payment of indemnity benefits to verify continuing temporary disability. Subsequent disability payments will be made at intervals required by law and scheduled by use of a diary to ensure timely payments.

File Documentation

The file should contain documentation of all actions taken, including: written or recorded statements, conversations with the injured employee, employer, witnesses, medical providers, attorneys, or other summaries of conversations and opinions/conclusions drawn, documentation by supervisory adjuster that would be useful references for future actions.

Medical Care and Authorization

Medical treatment to the injured worker is authorized by the adjuster upon determination of "medical necessity." Diagnostic treatment will be authorized, if necessary, to determine if an injured worker's complaints are related to the industrial accident.

Chiropractic services cannot exceed twenty-four treatments or cannot be rendered twelve weeks beyond the date of the initial chiropractic care, whichever comes first, unless under special circumstances deemed appropriate by the adjuster/supervisor or in catastrophic cases.

Requests for a one time change to another doctor will be responded to within 5 days from receipt of the request. Referrals to other doctors will be authorized within 3 days from receipt of request for referral. The DWC-25 and authorization process is as follows:

- DWC-25 are received from providers by fax or e-mail
- Adjusters and/or nurse case managers fax or e-mail the DWC-25 to the employer
- DWC-25 is reviewed by the adjusters and/or nurse case managers
- Authorization is provided for medical benefits that are compensable and medically necessary such as:
 - Remedial treatment
 - Attendant care
 - Medicines

- Medical supplies
- Durable equipment
- Orthoses, prostheses and other apparatus
- Work-hardening programs
- Pain management programs
- Chiropractic services not to exceed 24 treatments or rendered 12 weeks beyond the dated of the initial chiropractic treatment, whichever comes first

As stated above authorization is provided for diagnostic testing. Referrals are responded to by the close of the third business day after receipt of request. The adjusters and/or nurse case managers document receipt of DWC-25 and response to the requested received for medical benefits in the Assure Claims claim notes.

Medical Treatment and Control

The WC adjuster will ensure that the Employer takes full advantage of its privilege in selection of medical providers. The physician providing treatment must be a “certified health care provider”. The health care provider must be a licensed medical doctor, osteopathic, chiropractic, podiatric physician, optometrist, or dentist.

The adjusters and/or nurse case managers will not authorize experimental, investigative, or research treatment. Diagnostic testing will be authorized when the original purpose is to determine if the injured employee’s complaints are related to the industrial accident. If diagnostic testing ultimately shows an unrelated medical condition, treatment for the unrelated condition will not be authorized, except in exceptional circumstances that will need to be discussed and authorized by the client and claims manager.

Chiropractic services cannot exceed twenty-four treatments or cannot be rendered twelve weeks beyond the date of the initial chiropractic care, whichever comes first, unless authorized by the client or the employee is catastrophically injured.

The adjuster will authorize generic or generic equivalent medications unless brand named is medically necessary. The injured employee may choose his own pharmacy. S1 provides for mail order medications to be delivered directly to the injured employees at a significant savings and the adjusters should take advantage of this service whenever feasible.

The adjusters will respond within 5 days of the receipt of the request by the injured employee for a one time change in physicians. Referrals are authorized by the adjusters within 3 day upon receipt.

Medical information is requested from the medical provider(s) when the claim is initially established, and medical reports are requested after each subsequent treatment. If the medical provider’s report is unavailable at the time a scheduled indemnity payment is required, the WC adjuster shall call the medical provider to verify that disability is continuing. Additionally, physician(s) will be informed of the availability of modified duty and asked to provide detailed information concerning the employee’s capabilities.

Disability Management

Disability management involves many of the points already addressed, including sustained contact with the employee, the employer/supervisor, and the medical provider. In addition, utilization of the appropriate physicians, including specialists, second opinions (when feasible) and Independent Medical Evaluations provide greater control over and knowledge about the claim and its probable eventual outcome.

The proper use of in-house Telephonic Nurse Case Managers may also be implemented if complicated medical issues arise, compensability issues arise due to pre-existing conditions or the employee's inability to return to his/her regular job in a timely manner and/or if a permanent modification is required. If an independent rehabilitation vendor is utilized, the vendor should provide the following details:

- Specific rehabilitation steps recommended, including referrals to other providers
- Assistance in modification of position to accommodate restrictions and/or changing capabilities;
- Anticipated time span of rehabilitation efforts;
- Estimated rehabilitation costs;
- Recovery of rehabilitation costs under appropriate state programs;
- The timing and substance of rehabilitation reports.

Medical Cost Containment

Medical bills are reviewed for adherence to applicable fee schedules and/or reasonable and necessary guidelines. Medical charges are audited for hospital charges in excess of \$5,000.00, that do not include charges for an implant, treatment for conditions other than those caused by the on-the-job injury or any back related injuries. Other medical charges may also require an audit. The claims manager will determine when those circumstances exist and will act accordingly.

Individual Case Reserves

For financial reporting and claim control purposes individual case reserves are estimated for all claims. Within 72 hours of receiving the First Report of Injury, the WC adjuster will establish an initial case reserve. The reserve should at any given time express the adjuster's best estimate of the ultimate value of the claim at the time it will be closed, including indemnity, medical, rehabilitation, and expense costs on a completed worksheet to be retained in the file.

Reserves will be reviewed every 90 days, at a minimum, to ensure that appropriate reserves have been established. If necessary, reserves will be increased or decreased whenever the adjuster becomes aware of a change in the claim status that has a probable impact on the ultimate cost of the claim. Reserve worksheets are used at the time the initial reserve estimate is established

and at each subsequent review. This will ensure that all components of the claim are reviewed.

Litigation Management

If possible, litigation should be avoided. However, the presence of compensability issues and other issues sometimes require determination by the commission and/or court. If litigation is required, the WC adjuster and/or claims manager will complete all investigations and provide the pertinent file materials to the defense attorney. The attorney should not perform any investigations that can be performed by the adjuster or another claim professional. The WC adjuster will discuss with the defense attorney the steps necessary on the case and caution not to exceed the specific instructions.

Settlements

The WC adjuster and/or claims manager will manage the claim to ensure that information concerning maximum medical improvement (MMI) and the appropriate permanent impairment ratings are received from the physician(s) at the earliest possible point. This will help avoid unnecessary temporary disability benefits. Upon receipt of the rating information, the adjuster will evaluate the claim relative to the impairment and/or restrictions pertinent to the evaluation, as well as the statutory requirements and case law if necessary.

The adjuster will then submit written proposals to the client for review and approval prior to contact with the employee and/or the employee's attorney. Once approval is obtained, the settlement will be promptly offered. Upon settlement of the case, the appropriate hearing will be scheduled promptly so that the agreement may be consummated without delay.

Potential Recoveries

The adjusters actively pursue recoveries from other parties. These include subrogation recoveries from responsible third parties and recoveries from Excess Insurance Carrier(s).

When it comes to subrogation, the adjusters will actively pursue all cases involving potential recoveries from responsible third parties. All First Reports are reviewed for subrogation possibilities. Potential subrogation cases will then be promptly investigated to evaluate the facts of the accident. If a third party is found to be responsible, a notice letter will be sent. If the injured employee is represented, his/her attorney should also be informed of the subrogation lien.

Proof of damages will be documented and should be presented to the responsible third party and/or the third party's insurer when requested. If the third party ignores the notice letter or refuses to acknowledge responsibility, referral to an attorney will be considered. If an attorney

represents the injured employee, the adjuster will consider using that attorney if in the best interest of the client. Settlement offers for less than the full statutory recovery must be discussed with the client prior to acceptance.

In the case of the Special Disability Trust Fund, the adjuster pursues SDF recoveries and ensures that the file contains documentation of consideration of the SDTF and provides documentation of the information gathered to apply for SDTF relief. This includes, but is not limited to the following:

- Investigations including statements, indicating the presence of pre-existing disability and/or applicable health conditions;
- Medical evidence substantiating this disability;
- Appropriate personnel records and/or affidavits indicating the employer's knowledge of the previous disability and/or the employer's accommodation to meet restrictions imposed by this pre-existing disability.

Finally, in the case of excess carrier coverage, the carrier must be notified at the appropriate trigger point and required documentation must be submitted on a timely basis. The adjuster will review reports designed to capture information relative to potential excess claims, including "Large Loss" Reports and other reports designed to display specific injuries and/or conditions for which the excess carrier(s) require reports. Relation has a designated senior adjuster as the excess adjuster that will monitor and request recovery from the excess carriers if the retention is exceeded.

Additional Requirements

The WC Adjuster may provide a narrative report to the client whenever the total incurred costs of a claim exceed a certain amount or based on the circumstances of the case. This report shall include the following:

- A brief description of the accident
- A summary of the status of the claim, including a description of the steps that are being taken to resolve the claim
- The success of recent efforts to resolve the claim
- A timetable for resolution of the claim, and the adjuster's estimate of potential future settlements
- The basis for these recommendations

The approval of the client is also required for the utilization of any independent contractor, including but not limited to rehabilitation counselors, private investigators, defense attorneys, independent adjusters, and experts required for expert testimony.

Relation Insurance Services of Florida

Quality Controls

Relation's goal is to deliver outstanding value to our clients and business partners. This is accomplished through the application of advanced technology in claims administration, experienced staff, operational flexibility, innovation and implementation of performance controls that deliver quality service and eliminate the exposure of fines and penalties. The following is an outline of the controls that have been implemented in every facet of the Workers' Compensation Dept. to ensure timely and accurate processing of claims, indemnity/medical payments and required EDI filing for medical and non-medical.

Non-Medical EDI-R3 Filings

Relation is currently R3 compliant with the states Electronic Data Interchange. Our go live date was November 17, 2008. We are above state average on all state accepted filings and below the state average on all state rejections. Relation has implemented the following control to ensure the proper handling and timely filing of state required information:

Relation has a designated experienced EDI Coordinator to perform the following tasks that will ensure accurate and timely acceptance of non-medical EDI filings by the state, thus avoiding fines:

- Daily monitors the state EDI warehouse and responds to all state inquiries.
- Daily monitors our EDI vendor, who performs data validation according to the state requirements.
- Daily updates and monitors the EDI spreadsheet which reflects all the adjusters' EDI-R3 filings.
- Responds to daily adjuster requests and questions.
- Adjusters' meetings are held to educate and ensure proper compliance with EDI requirements.
- Contacts the state, vendors and other Assure Claims users to resolve questions and issues regarding EDI filings.
- Coordinate with IT to test new Assure Claims EDI updates before loading into production data.
- Continues to keep updated on the state EDI-R3 changes.
- Helps monitor EDI vendor's billing ensuring proper billing for services rendered.
- Keeps supervisors informed of EDI progress and performs individual training as needed with adjusters.

An EDI report which reflects the status of all EDI filings is run on a regular basis by the adjusters, EDI Coordinator and Claims Manager to ensure all EDI filing have been accepted by the state.

Receipt, payment and EDI filing of medical bills

The Florida Workers' Compensation Law requires all payments be made (mailed) within 45-days of receipt. Additionally, medical bills must be electronically submitted to the Dept. of Financial Services within 45 days of the Insurer's disposition (payment, disallowance, denial) of the bill. The Dept. of Financial Services will assess fines and/or penalties if bills are not paid, filed and accepted timely. Hence, Relation has implemented the following controls:

- Incoming bills are scanned to S1 Medical daily to their ftp site
- Adjusters review bills daily and approve in S1's bill review system, CareWorks
- Bills are sent to PPO network, repriced and imported into Assure Claims
- Checks are printed by the Accounting Dept. with an EOBR three times a week at 12:00 noon
- Printed checks, along with EOBR's, are folded, stamped and mailed on the same day they print
- Non-medical WC checks are given to the adjusters to mail out the same day they print
- EDI transmission is completed by S1 Medical

Indemnity Payments and Compensability

Relation has implemented to following controls to ensure accurate and timely payments of indemnity in order to avoid fines and penalties:

- Assure Claims generates automated diaries, 10 days from the date of accident, to both the adjuster and Supervisor to ensure compensability has been established, all required claim requisites have been completed and to check if indemnity is due to the claimant. If the diary is not completed by adjuster and/or supervisor, automated diary is generated to the Claims Manager for review.
- Assure Claims generates automated 30- and 90-day diaries for file review to the Adjuster and Claims Supervisor on every open and re-opened claim. If diaries are not completed by either, a diary is automatically generated to the Claims Manager.

- The diary dates for payment of indemnity benefits are scheduled for check issuance ten (10) calendar days, which is 4 days prior to the due date. Diary dates that fall on weekends or holidays are moved to the last business day prior to the due date.
- Claims Supervisor completes a comprehensive supervisory review report addressing compensability, reserve adequacy, subrogation, timely payment of medical and indemnity benefits, timely EDI filings, etc. Claim Supervisor provides plan of action with direction to the adjuster.

Miscellaneous Controls

Relation has created the following Business Objects reports and implemented to ensure proper claims handling.

- Report reflecting any and all claims with no reserves.
- Report identifying all claims that have reached or are close to reaching half the self-insured retention. Hence need to be reported to the excess carrier.
- Management reports reflecting adjusters' caseloads; number of new claims opened and closed on a monthly basis; claims opened and closed that are older than five years.

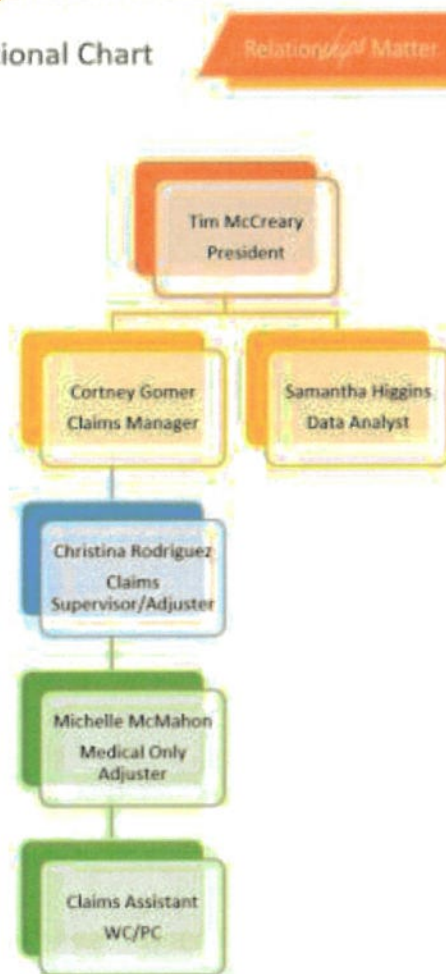


SUBMISSION FORM

Office/Personnel & Use of Outside Services:

- Provide details regarding the claim's office and claim-handling personnel.
Relation's Stuart office will be the assigned location for account management. Relation Stuart has been in business for over 40 years. The office currently has approximately 40 employees. Please see the below organization chart:

Relation Insurance Organizational Chart



The City of Ormond Beach currently has a dedicated claims unit that consists of a WC Supervisor, who reports directly to the Claims Manager and President. The WC supervisor monitors claims for the Medical Only and Lost Time Adjusters as outlined in the above structure.

- Explain claim-handling method, that is, amount of in-house adjusting and the amount of work handled by field adjusters.
The claims adjusters are responsible for investigation, compensability, reserving, subrogation and bill approval. In addition to the Medical Only responsibilities Lost Time Adjusters are also responsible for litigation, indemnity payments and complex claim handling. The Lost Time Adjusters also complete all applicable EDI/Division filings and reporting to CMS as required by

MMSEA Section 111. The Claims Assistant supports the Medical Only and Lost Time Adjusters by opening claims, scheduling appointments, completes correspondence, issues payments and contacts providers to request medical records.

A field case manager may be assigned to a file if complex medical issues arise, compensability issues arise due to pre-existing conditions or the employee's inability to return to his/her regular job in a timely manner and/or if a permanent modification is required. As a field nurse, they have the advantage of attending the appointment and meeting face-to-face with the physician and employee. The adjuster will discuss the referral and obtain approval from the client.

- ❖ Provide the average number of claims or workload handled by an adjuster. Does the adjuster handle medical only and indemnity files?
Relation's average case load for indemnity claims is 125 and the average case load for medical only claims is 175 per adjuster. City of Ormond Beach has a designated Lost Time and Medical Only Adjuster. Claims are assigned based on that designation when the claims assistant open new claims.
- ❖ Provide an explanation of the types of outside services you use and the additional cost for each, e.g., surveillance, subrogation, and case management. Please provide credentials for these persons.
City of Ormond Beach can choose a preferred vendor for these ancillary services and/or Relation can recommend an experienced professional in that field. With quality as a priority, we negotiate preferred pricing. Below are a few examples of our preferred vendors for the City.
Leslie Limmer, RN, BSN, CRRN, CCM – Field Case Manager
Claims Investigation Agency – investigation services
Command Investigations, FL : #A-1000232 - investigation services, SIU referrals

Fees and Costs:

Please provide a complete list of services and the associated costs. Provide comments when addressing overrides your company will pay/receive when dealing with outside firms serving as loss control, managed care, pharmacy benefits, etc.

- ❖ **Open claims:** state the cost for handling the city's open claims as of the inception of the proposed claims administration contract.
Please see below.
- ❖ **Claim handling beyond termination of contract:** Proposer should state its responsibility and cost for handling claims to conclusion if after the termination of the claim handling contract.
The agreement as is, is life of contract. Relation is more than willing to negotiate a run-off cost if terminated.
- ❖ Please provide a listing of the types of charges and method for charging. Please also indicate the extent travel charges for field case management applied.
Please see below.



Workers Compensation Claims Service

New Claims

Medical only	\$185 per claim
Indemnity	\$1200 per claim
Transition for medical to indemnity	\$1015 per claim

An additional fee of \$600 per year will be applied to any indemnity claim that remains open over 24 months.

Additional Services

Systems: Interface & Reporting	Included
Standard Reports	Included
Ad Hoc Reports	Included
Annual Administrative Fee	\$3000
Subrogation	10% of the recovery not to exceed \$1000
Bill Review Services	\$6.60 per bill
PPO Access	28% of PPO Savings
ISO	\$20

Optional Services

Loss Control Services (if required)	\$85 per hour plus travel and expenses
Rehabilitation Services (if required)	\$95 per hour plus travel and expenses
Telephonic Case Management	\$85 per hour

Claim Handling:

1. Prompt and accurate claims handling is expected. Please describe the methods the city may contact your company to report a claim, make an inquiry, discuss a problem, etc.
The City may report a claim via email, fax or phone. We are looking forward to an online claim reporting that imports directly into our system, which is being developed and looking to be implemented in 2024. We also offer, through S1 Medical, a triage call center that would be dedicated to the City to call in all injuries.
All Relation employees are available via phone or email to discuss any questions that may arise.
2. The claim adjuster should exercise their best judgment in determining the reserves for future payments, settling or denying a claim, and compliance with all applicable laws and regulations. Please describe your methods to:
 - a. Perform necessary investigation to assure validity of claim.
Compensability is addressed initially with the employer at the time of 3-point contact. After the 3-point contact has been completed and all material has been gathered, i.e., video, statements, the adjuster will determine compensability within the proper timeframe.
 - b. Establish and maintain complete file for each claim.
Each claim will be handled per the Workers' Compensation Performance Standards. Please see attached.
 - c. Properly review, process, and pay claims in a timely manner.
Each claim will be handled per the Workers' Compensation Performance Standards. Please see attached.
 - d. Properly notify excess insurers as required by excess insurance policies.
Relation notifies excess insurers timely and remains compliant with each excess carrier's requirements as stated in their specific policies.
 - e. Pursue all subrogation and recovery opportunities.
The adjuster investigates by discussing the injury/accident with all parties, obtains an accident report, if applicable, and places the at-fault party on notice.
 - f. Continuously practice cost control measures.
Relation utilizes our resources to mitigate exposure and manage claims effectively. This includes the use of medical bill review for adherence to applicable fee schedules, preferred provider networks, nurse case managers, pharmacy benefit manager, litigation management and settlement negotiation techniques. Relation utilizes ODG (Official Disability Guidelines) to assist in reserving and determine length of disability due to nature of injury with the employee's demographics. The adjusters also meet for a roundtable to discuss reserving and handling of complex claims. These resources can help control claim costs, ensure appropriate care, avoid unnecessary litigation, and achieve optimal claim outcomes.
 - g. Coordinate with special service providers, e.g., surveillance.
Investigation of a claim is initiated at the time of the initial contact. Comprehensive investigations are performed when there is questionable compensability, severe or catastrophic injuries and/or complicated by personal health conditions or non-work injuries, and severe injuries and/or injuries where disability in excess of 30 days is anticipated. Relation will coordinate with the City should we recommend

Hold Harmless/Indemnification:

The administrator shall agree to hold harmless and indemnify the city for any errors in handling claims and for any fines which may result from the fault of the administrator.

- Proposer shall agree that any payments in excess of valid claims that cannot be recovered shall be refunded to the city.

Relation Insurance Services of Florida agrees to the specific requirements within the submitted proposal.

- **Control:** The administrator may be directed in writing by the city regarding the settlement of claims.

Relation Insurance Services of Florida agrees to the specific requirements within the submitted proposal.

- **Legal services:** Describe the extent the administrator is involved in litigation management. The City Attorney selects the attorney to handle and control all litigated matters. You may recommend a well-qualified legal counselor for the city's consideration.

If possible, litigation should be avoided. However, the presence of compensability issues and other issues sometimes require determination by the commission and/or court. If litigation is required, the WC adjuster and/or claims manager will complete all investigations and provide the pertinent file materials to the defense attorney. The attorney should not perform any investigations that can be performed by the adjuster or another claim professional. The WC adjuster will discuss with the defense attorney the steps necessary on the case and caution not to exceed the specific instructions.

- **Right to Inspect/Copy/Audit:** The city shall have the right to inspect, copy, or audit files including using an outsider auditor to conduct these functions on its behalf.

Relation Insurance Services of Florida agrees to the specific requirements within the submitted proposal.

- **Claims Records as City Property:** Proposer shall comment on its understanding that all claims file and other related records are the property of the city, not the administrator and shall be given to the city upon the termination of the contract.

Relation Insurance Services of Florida agrees to the specific requirements within the submitted proposal.

Claim Reports:

Proposer must provide monthly and annual summary reports for all claims, recapping, by year, experience. Reports should be provided annually with October 1 as the anniversary date. Proposer should comment on ability to provide special reports and on-line access to claims management information systems.

- Proposer should state claim retention procedure.
- Cost for each special report.
- Ability to evaluate the city's experience modification and cost for the same.

With our recent upgrade to Assure Claims there is an option for online claim reporting that imports directly into our system, which is being developed and looking to be implemented in 2024.

Relation's claim system, Assure Claims, is part of DXC, which is the authority in cutting edge technology in the Risk Management arena. It is designed to capture all cost and detailed history and is 100% browser based. Assure Claims can be accessed from any browser type including those on mobile

devices. Assure Claims' core processing areas include incident reporting, risk management, claims administration for commercial property and casualty lines of business, including Workers' Compensation, policy administration and evaluation for OFAC compliance.

Utilizing powerful tools from Business Objects, Business Intelligence is a robust, easy-to-use reporting engine that allows users of all technical skill levels to easily create reports, charts, and graphs needed to analyze data. Reports are created by selecting data elements and formats appropriate for your organization's needs. Results are returned real-time, so the information is at your fingertips at all times.

We offer a variety of canned policy and claim reports, as well as custom reports based on the unique needs of the client, at no added cost. With query capability and system access via the web, our clients can actively analyze claims data. In addition, web reports are available using our reporting package, which translates system reports into excel for easy use and analysis. Assure Claims integrates all types of claims together, including Workers' Compensation, auto, general liability, and property. Relation utilizes a built-in report writer that allows customization to reports as needed. We also can incorporate various reports through our Loss Control department including experience modification promulgation, mod history analysis, and other customized reports based on your needs.

Relation's data capability is further enhanced to serve you by the use of our innovative MOD Master Program. MOD Master enables us to calculate and forecast with singular accuracy the City's Workers' Compensation Experience MOD factor using your data. This valuable service provides you with the information necessary to assess the performance of your risk management program and the progress being made in controlling workers compensation liability. It will show you how you compare with other municipalities of comparable size. Please see the following report samples for a listing of various monthly, quarterly, annual and ad hoc reports that are available at no cost to our clients.

Provider Network:

Proposer must be able to offer a high quality, accessible provider network. Provider networks should include hospital, physician, and other provider groups in Volusia, Flagler, St. John's, Seminole, Orange, and Lake Counties.

Please see attached.

Plan Implementation: It is a requirement that the proposer awarded this contract provides representative(s) to assist with implementation and ongoing assistance with routine plan administration.

Relation is the incumbent.

Proposer qualifications:

Proposer should provide information regarding size of firm, services, and a statement regarding handling self-insured programs/public entities.

Relation has specialized in self-insured administration since 1982 as a third-party administrator. 100% of our workers compensation book is Florida organizations with dedicated Florida claims. Relation was founded on servicing Municipal/Governmental clients. The office currently has approximately 40 employees.

Governmental Entities have specific claim types that only impact Police and Fire claims. When the statute is deciphered appropriately these are avoidable high dollar claims. We have strategic protocols set in place that benefit the claim in determining compensability on Florida Statute 112.18 and 112.181.

We have had success in denying claims under the reverse presumption for section 112.18(1)(b) when an employee has a non-work factor and/or deviates from prescribed treatment.

Claims handling specific to first responders is a diagnosis of post-traumatic stress disorder (PTSD). Florida Statute 112.1815 is not a presumption, the employee has the burden of providing entitlement to benefits and meeting the specific criteria to be accepted as compensable. We thoroughly investigate and determine compensability based on the criteria outlined in this section. Another claims aspect specific to fire fighters is the Cancer bill. Legislature adopted S.B. 426, which allows full time firefighters who are diagnosed with certain cancers, to receive certain disability or death benefits. Governor DeSantis signed the bill into law on May 3, 2019, which created F.S. 112.1816 and became effective July 1, 2019. To date we have not accepted any cancer claims as compensable.

- Proposer should describe Errors & Omissions and Employee Dishonesty coverage for their organization.
Relation has a 5 million per occurrence and a 5 million aggregate policy.

Provider Type	Provider Name	Provider Group(s)	Type Classification	Specialization	Address	City	State	Zip	Phone
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Physician	JESSICA F BELL	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(866)389-0211
Physician	AARON P TILLMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(386)447-5447
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	NICCATI D HOMAKER	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)815-1112
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)815-1112
Physician	MATTHEW J SHELZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Physician	JESSICA F BELL	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(866)389-0211
Physician	AARON P TILLMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(386)447-5447
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Physician	JESSICA F BELL	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(866)389-0211
Physician	AARON P TILLMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(386)447-5447
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	NICCATI D HOMAKER	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)815-1112
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)815-1112
Physician	MATTHEW J SHELZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)815-1112
Physician	VIRGINIA G MCKAYLAND	CORA Health Services, Inc.	Therapist	Physical Therapy	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(386)323-5840
Physician	JESSICA F BELL	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(866)389-0211
Physician	AARON P TILLMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(386)447-5447
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Physician	MELISSA S WOOD	CORA Health Services, Inc.	Therapist	Physical Therapy	105 MARINER HEALTH WAY	ST AUGUSTINE	FL	32086	(904)217-4259
Physician	JESSICA F BELL	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(866)389-0211
Physician	AARON P TILLMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1 FLORIDA PARK DR S	PALM COAST	FL	32137	(386)447-5447
Physician	MELISSA S WOOD	CORA Health Services, Inc.	Therapist	Physical Therapy	105 MARINER HEALTH WAY	ST AUGUSTINE	FL	32086	(904)217-4259
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Physician	BRETT HUETHER	CORA Health Services, Inc.	Therapist	Physical Therapy	7 ATLANTIC AVE	SAINT AUGUSTINE	FL	32084	(970)731-6480
Physician	TRUNG M BUI	CORA Health Services, Inc.	Therapist	Physical Therapy	5575 S SEMORIAN BLVD STE 39	ORLANDO	FL	32822	(407)281-0228
Physician	GIOVANNA A CERVENA CUADROS	CORA Health Services, Inc.	Therapist	Physical Therapy	5575 S SEMORIAN BLVD STE 39	ORLANDO	FL	32822	(407)281-0228
Facility	CORA REHABILITATION CLINIC/SOUTH SEMORIAN	CORA Health Services, Inc.	Rehabilitation Therapy Centers		5575 S SEMORIAN BLVD STE 39	ORLANDO	FL	32822	(407)281-0228
Physician	DREW LOGAN	CORA Health Services, Inc.	Therapist	Physical Therapy	5575 S SEMORIAN BLVD STE 39	ORLANDO	FL	32822	(407)281-0228
Physician	RICKY R RIVERS JR	CORA Health Services, Inc.	Therapist	Physical Therapy	5575 S SEMORIAN BLVD	ORLANDO	FL	32822	(407)281-0228
Physician	TODD N FURMAN	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	7975 LAKE UNDERHILL RD STE 330	ORLANDO	FL	32822	(844)407-4070
Physician	OLANDE OSHIKOYA	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	7975 LAKE UNDERHILL RD STE 330	ORLANDO	FL	32822	(844)407-4070
Physician	BENJAMIN D SOOCHOH	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	7975 LAKE UNDERHILL RD STE 330	ORLANDO	FL	32822	(844)407-4070
Physician	DIANA M RAMIREZ	CORA Health Services, Inc.	Therapist	Physical Therapy	11602 LAKE UNDERHILL RD STE 129	ORLANDO	FL	32825	(407)277-5400
Physician	JORDAN B CUERNI	CORA Health Services, Inc.	Therapist	Physical Therapy	12184 LAKE UNDERHILL RD	ORLANDO	FL	32825	(407)382-3777
Physician	LENA M PARTYNKA DINH	CORA Health Services, Inc.	Therapist	Physical Therapy	12184 LAKE UNDERHILL RD	ORLANDO	FL	32825	(407)382-3777
Physician	BRITTANY WYCOFF	CORA Health Services, Inc.	Therapist	Physical Therapy	12184 LAKE UNDERHILL RD	ORLANDO	FL	32825	(407)382-3777
Physician	VICTORIA DAVIS	CORA Health Services, Inc.	Therapist	Physical Therapy	10743 NARCOOSSEE RD STE A24	ORLANDO	FL	32832	(407)845-7048
Physician	BRENDAN WHITE	CORA Health Services, Inc.	Therapist	Physical Therapy	10743 NARCOOSSEE RD	ORLANDO	FL	32832	(407)845-7048
Physician	CI C DEPALMA	CORA Health Services, Inc.	Therapist	Physical Therapy	1325 WATERFOOD OAK DR	ORLANDO	FL	32828	(407)883-9945
Physician	VANESSA ANGEL	CORA Health Services, Inc.	Therapist	Physical Therapy	12734 AVALON LAKE DR	ORLANDO	FL	32828	(786)344-8158
Physician	KINSAY CONNER	CORA Health Services, Inc.	Therapist	Physical Therapy	2284 RIVER PARK CIR APT 1028	ORLANDO	FL	32817	(954)547-8535
Physician	SHERYL ABELMANN	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3861 OAKWATER CIR STE 1	ORLANDO	FL	32806	(407)481-8861
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3861 OAKWATER CIR	ORLANDO	FL	32806	(407)481-8861
Physician	CHRISTINA L DUFFY	CORA Health Services, Inc.	Therapist	Physical Therapy	3861 OAKWATER CIR STE 1	ORLANDO	FL	32806	(407)481-8861
Physician	ANABEL MARIN-PEREZ	CORA Health Services, Inc.	Therapist	Occupational Therapy	3861 OAKWATER CIR STE 1	ORLANDO	FL	32806	(407)481-8861
Physician	ADRIENNE E WENTZ	CORA Health Services, Inc.	Therapist	Occupational Therapy	3861 OAKWATER CIR STE 1	ORLANDO	FL	32806	(407)481-8861
Physician	ANDREW P ALVAREZ	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	9975 TAYSTOCK LAKES BLVD STE 220	ORLANDO	FL	32827	(844)407-4070
Physician	ANDREW J CLARK	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	9975 TAYSTOCK LAKES BLVD STE 220	ORLANDO	FL	32827	(844)407-4070
Physician	ANITA A VIJAPURA	Rothman Institute of New Jersey, P	Specialist	Physical Medicine & Re	9975 TAYSTOCK LAKES BLVD STE 220	ORLANDO	FL	32827	(844)407-4070
Physician	NICOLE C WILSON	Rothman Institute of New Jersey, P	Primary Care Physicians	Family Medicine	9975 TAYSTOCK LAKES BLVD STE 220	ORLANDO	FL	32827	(844)407-4070
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	10027 UNIVERSITY BLVD	ORLANDO	FL	32817	(407)681-2520
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	Physical Therapy	10027 UNIVERSITY BLVD	ORLANDO	FL	32817	(407)681-2520
Physician	MOLLY R GRADL	CORA Health Services, Inc.	Therapist	Physical Therapy	1405 S ORANGE AVE	ORLANDO	FL	32806	(407)522-4525
Facility	ORLANDO CENTER FOR OUTPATIENT SURGERY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1405 S ORANGE AVE STE 101	ORLANDO	FL	32806	(407)522-4525
Physician	JENNIFER PAUL	CORA Health Services, Inc.	Specialist	Physical Medicine & Re	1405 S ORANGE AVE STE 101	ORLANDO	FL	32806	(407)522-4525
Facility	CORA REHABILITATION CLINIC/ORANGE CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3403 TECHNOLOGICAL AVE	ORLANDO	FL	32817	(407)681-2520
Physician	ALICIA L MURRAY	CORA Health Services, Inc.	Therapist	Physical Therapy	3403 TECHNOLOGICAL AVE STE 2	ORLANDO	FL	32817	(407)681-2520
Physician	NOLAN ARIUSO	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Facility	CORA REHABILITATION CLINIC/UNIVERSITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	JUSTIN C HESS	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	ROBYN PAUSOC	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	ROB T WILLIAMS	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	AUSON L STEVENS	CORA Health Services, Inc.	Therapist	Physical Therapy	4000 CENTRAL FLORIDA BLVD	ORLANDO	FL	32816	(407)825-2408
Physician	CHRISTOPHER L REEVES	Rothman Institute of New Jersey, P	Medical Practitioners	Podiatry	2111 GLENWOOD DR STE 104	WINTER PARK	FL	32792	(407)647-1550
Physician	DOUGLAS ALLEN	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKEMONT AVE	WINTER PARK	FL	32792	(844)407-4070
Physician	John Anderson	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ABDO BACHOURA	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	TRUNG M BUI	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	DAVID C HIRSCH	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ANDRE S ISHMAEL	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	NOAH MASTONE	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ADAM J MONEY	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKEMONT AVE	WINTER PARK	FL	32792	(844)407-4070
Physician	MICHELLE L MULLINS	Rothman Institute of New Jersey, P	Primary Care Physicians	Sports Medicine	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	JOHN A RUDEK MD	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKEMONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Facility	CORA PHYSICAL THERAPY SPINE CENTER	CORA Health Services, Inc.	Rehabilitation Therapy Centers		801 S ORANGE AVE STE 700	ORLANDO	FL	32801	(407)481-8861
Physician	RYAN A DUFFEE	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	2501 N ORANGE AVE STE 235	ORLANDO	FL	32804	(407)303-9337
Physician	JASON M EPSTEIN	Rothman Institute of New Jersey, P	Primary Care Physicians	Sports Medicine	2501 N ORANGE AVE STE 235	ORLANDO	FL	32804	(844)407-4070
Physician	MITCHELL R HENLEY	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Physician	STEPHEN J HOOLEY	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Physician	TAYLOR MYDE	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Physician	AMIR R KACHOUEI	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Physician	TAJIA G MCMCMAN	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Physician	HOLLY N MYERS	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	265 E ROLLINS ST STE 11100	ORLANDO	FL	32804	(844)407-4070
Facility	CORA REHABILITATION CLINIC/HAINES CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1155 S ORLANDO AVE	WINTER PARK	FL	32789	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1155 S ORLANDO AVE	WINTER PARK	FL	32789	(866)389-0211
Physician	CAROLE R MASCARENHAS	CORA Health Services, Inc.	Medical Practitioners	Acupuncturist	12268 GRECO DR	ORLANDO	FL	32824	(321)544-9804
Physician	CANDICE E AMAT	CORA Health Services, Inc.	Therapist	Physical Therapy	811 S ORLANDO AVE	WINTER PARK	FL	32789	(407)539-1792
Facility	CORA PHYSICAL THERAPY - WINTER PARK	CORA Health Services, Inc.	Rehabilitation Therapy Centers		811 S ORLANDO AVE STE H	WINTER PARK	FL	32789	(407)539-179

Physician	GERALD B BORNSTEIN	Rothman Institute of New Jersey, P	Medical Practitioner	Podiatry	1573 W FAIRBANKS AVE	WINTER PARK	FL	32789	(407)457-9188
Physician	MAILA S SOLVER	CORA Health Services, Inc.	Therapist	Physical Therapy	3753 GRANDWOOD BLVD APT 434	ORLANDO	FL	32837	(224)789-6089
Physician	LARISSA BRAVO	CORA Health Services, Inc.	Therapist	Physical Therapy	3103 MARSHLAND CT	KISSIMMEE	FL	34743	(407)873-3864
Physician	GABRIELA L QUINTANA	CORA Health Services, Inc.	Therapist	Occupational Therapy	9950 GRANDE LAKES BLVD APT 3414	ORLANDO	FL	32837	(787)361-7674
Physician	JACQUELINE N PERRI	CORA Health Services, Inc.	Therapist	Physical Therapy	3508 SEAFORD LN	CASSELBERRY	FL	32707	(321)239-2814
Physician	CAROLINA RINCON	CORA Health Services, Inc.	Therapist	Physical Therapy	12315 S ORANGE BLOSSOM TRL	ORLANDO	FL	32837	(407)855-0614
Physician	LAURI J GOLDBERG-CAYADO	CORA Health Services, Inc.	Therapist	Physical Therapy	3480 RAVENCREEK LN	OVIDEO	FL	32766	(407)810-2225
Physician	ARACELIS RODRIGUEZ	CORA Health Services, Inc.	Therapist	Physical Therapy	120 ALEXANDRIA BLVD	OVIDEO	FL	32765	(407)345-0947
Physician	TALHA RIAZ	CORA Health Services, Inc.	Therapist	Physical Therapy	795 EXECUTIVE DR	OVIDEO	FL	32765	(407)365-1196
Physician	VIRGINIA C STEVENS	CORA Health Services, Inc.	Therapist	Physical Therapy	795 EXECUTIVE DR	OVIDEO	FL	32765	(407)365-1196
Physician	LYNN A BANDY	CORA Health Services, Inc.	Therapist	Physical Therapy	5979 VINELAND RD STE 304	ORLANDO	FL	32819	(407)354-3906
Physician	BARRETT PHANEUF	CORA Health Services, Inc.	Therapist	Physical Therapy	2200 WINTER SPRINGS BLVD STE 112	OVIDEO	FL	32765	(407)365-1198
Physician	LEAH KOO	CORA Health Services, Inc.	Therapist	Physical Therapy	4806 N ORANGE BLOSSOM TRL	ORLANDO	FL	32810	(407)206-3326
Physician	STEVEN CHURCHILL	CORA Health Services, Inc.	Therapist	Physical Therapy	4125 HUNTERS PARK LN STE 116	ORLANDO	FL	32837	(407)855-0614
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	4125 HUNTERS PARK LN STE 116	ORLANDO	FL	32837	(407)855-0614
Physician	MICHAEL YARVI	CORA Health Services, Inc.	Therapist	Occupational Therapy	4125 HUNTERS PARK LN STE 116	ORLANDO	FL	32837	(407)855-0614
Physician	CINTIA ZANETTI ALMEIDA DEOB	CORA Health Services, Inc.	Therapist	Physical Therapy	4125 HUNTERS PARK LN STE 116	ORLANDO	FL	32837	(407)855-0614
Physician	KIMBERLY A RUTH	CORA Health Services, Inc.	Therapist	Physical Therapy	7656 INTERNATIONAL DR	ORLANDO	FL	32819	(407)996-4554
Physician	CAROL M MORFIT	CORA Health Services, Inc.	Therapist	Physical Therapy	5295 STAR LINE DR	SAINT CLOUD	FL	34771	(407)791-6943
Physician	EDGARDO SANTOYO	CORA Health Services, Inc.	Therapist	Physical Therapy	5211 SPRINGSIDE CT	ORLANDO	FL	32819	(407)373-5231
Physician	ALMA C BAUTISTA	CORA Health Services, Inc.	Therapist	Physical Therapy	7300 SANDLAKE COMMONS BLVD STE 120	ORLANDO	FL	32819	(407)345-1665
Physician	JACQUELINE M MATAJA	CORA Health Services, Inc.	Therapist	Physical Therapy	7350 SANDLAKE COMMONS BLVD	ORLANDO	FL	32819	(407)345-8500
Physician	MILTON D DEBRUN	CORA Health Services, Inc.	Specialist	Physical Medicine & Re	2740 MATLAND CROSSING WAY APT 2203	ORLANDO	FL	32810	(407)797-5058
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	1357 E VINE ST	KISSIMMEE	FL	34744	(407)870-5959
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	Physical Therapy	1357 E VINE ST	KISSIMMEE	FL	34744	(407)870-5959
Physician	DAVID W ALEXY	CORA Health Services, Inc.	Therapist	Physical Therapy	5044 OLDE KERRY DR	ORLANDO	FL	32837	(407)240-9459
Physician	CAROL A GOSS	CORA Health Services, Inc.	Therapist	Physical Therapy	223 HERON ST	ALTAMONTE SPRINGS	FL	32701	(407)463-2081
Physician	DARINIE GARCON	CORA Health Services, Inc.	Therapist	Physical Therapy	4705 S APOPKA VINELAND RD STE 100	ORLANDO	FL	32819	(407)905-9300
Physician	CHARLES E TEAGUE III	CORA Health Services, Inc.	Therapist	Physical Therapy	4705 S APOPKA VINELAND RD STE 100	ORLANDO	FL	32819	(407)905-9300
Physician	KRISTIN R JONES	CORA Health Services, Inc.	Therapist	Occupational Therapy	4705 S APOPKA VINELAND RD	ORLANDO	FL	32819	(407)905-9300
Physician	ELEYN FANGONILDO	CORA Health Services, Inc.	Therapist	Physical Therapy	1207 N CENTRAL AVE	KISSIMMEE	FL	34741	(407)870-5959
Physician	JESSICA OLECHOWICZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1207 N CENTRAL AVE	KISSIMMEE	FL	34741	(407)870-5959
Physician	CAROLINE SCOTTA DE OLIVEIRA	CORA Health Services, Inc.	Therapist	Physical Therapy	1207 N CENTRAL AVE	KISSIMMEE	FL	34741	(407)870-5959
Physician	ALEGINA G VIRELLA ROBLES	CORA Health Services, Inc.	Therapist	Physical Therapy	1207 N CENTRAL AVE	KISSIMMEE	FL	34741	(362)314-6686
Physician	NICHEL C BRUNDER	CORA Health Services, Inc.	Therapist	Occupational Therapy	1571 PROVIDENCE CIR	ORLANDO	FL	32818	(407)290-8957
Physician	SCOTT R SHEPARD	CORA Health Services, Inc.	Therapist	Physical Therapy	125 W PINEVIEW ST STE 1009	ALTAMONTE SPRINGS	FL	32714	(407)830-0400
Physician	VICTORIA E MEJIA	CORA Health Services, Inc.	Therapist	Physical Therapy	311 W BASS ST	KISSIMMEE	FL	34741	(407)870-5959
Physician	ADRIANA PRIETO	CORA Health Services, Inc.	Therapist	Physical Therapy	300 W BASS ST	KISSIMMEE	FL	34741	(407)870-5959
Physician	JONATHAN D SZCZESNIAK	CORA Health Services, Inc.	Therapist	Physical Therapy	311 W BASS ST	KISSIMMEE	FL	34741	(407)870-5959
Physician	JAMES N HARTLAND	CORA Health Services, Inc.	Therapist	Physical Therapy	515 W STATE ROAD 434	LONGWOOD	FL	32750	(407)834-1050
Physician	TOMMY D ALVIES	CORA Health Services, Inc.	Therapist	Physical Therapy	704 W STATE ROAD 434 STE F	LONGWOOD	FL	32750	(407)831-6801
Physician	ANA CAROLINA DE CARVALHO SABATE C	CORA Health Services, Inc.	Therapist	Physical Therapy	7927 NEW RIVER DR APT 12106	ORLANDO	FL	32821	(954)940-1304
Physician	CATHERINE ALLBRITTON	CORA Health Services, Inc.	Specialist	Physical Medicine & Re	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	ANTHONY P BASTOLIA	CORA Health Services, Inc.	Therapist	Physical Therapy	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	CATALINA BLANCO	CORA Health Services, Inc.	Therapist	Occupational Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	MELANIE A BROWN	CORA Health Services, Inc.	Therapist	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)830-1100
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	ROMAN MAKAROV	CORA Health Services, Inc.	Therapist	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	TAWANDA D MOORE	CORA Health Services, Inc.	Therapist	Physical Therapy	8917 W COLONIAL DR	OCFEE	FL	34761	(407)822-7506
Facility	CORA REHABILITATION CLINIC/OCFEE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	8945 W COLONIAL DR	OCFEE	FL	34761	(407)822-7506
Physician	ROBYN A HINDS	CORA Health Services, Inc.	Therapist	Physical Therapy	8945 W COLONIAL DR	OCFEE	FL	34761	(407)822-7506
Physician	LITZIE PINILLA	CORA Health Services, Inc.	Therapist	Physical Therapy	8406 MIDDLEBURG CT	ORLANDO	FL	32818	(305)903-6061
Facility	CORA PHYSICAL THERAPY - ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1361 E IRLIO BRONSON MEMORIAL HWY	SAINT CLOUD	FL	34771	(407)957-1454
Facility	CORA REHABILITATION CLINICS - ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1361 E IRLIO BRONSON MEMORIAL HWY	SAINT CLOUD	FL	34771	(407)957-1454
Physician	BRENDAN WHITE	CORA Health Services, Inc.	Therapist	Physical Therapy	1361 E IRLIO BRONSON MEMORIAL HWY	SAINT CLOUD	FL	34771	(407)957-1454
Physician	LLOYD M IGNACIO	CORA Health Services, Inc.	Therapist	Physical Therapy	1822 GRASMERE DR	APOPKA	FL	32703	(407)435-4167
Physician	BRANDI BLACK	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Physician	TIMOTHY E BROWN	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(866)389-0211
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Facility	CORA REHABILITATION CLINIC/APOPKA	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(866)389-0211
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(866)389-0211
Physician	KRISTINA A CRAWFORD	CORA Health Services, Inc.	Therapist	Occupational Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Physician	HEATHER K FEROGUJA	CORA Health Services, Inc.	Therapist	Occupational Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(866)389-0211
Physician	GISELLE PADRIGONE	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Physician	UNDSEY SEIDELMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Physician	OMAR G SERRANO	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32703	(407)880-7772
Physician	KIMBERLY BLAKEY	Rothman Institute of New Jersey, P	Therapist	Occupational Therapy	1341 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Physician	ZACHARY S LOGESON	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	1341 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA PHYSICAL THERAPY - NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1954 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS-NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS-ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Physician	MARK MC MULLAN	CORA Health Services, Inc.	Therapist	Occupational Therapy	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Physician	MATTHEW J SHELTZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(386)323-5840
Physician	NICCATI D DONAKER	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	REGINA A BLANKE	CORA Health Services, Inc.	Therapist	Physical Therapy	2010 S RIDGEWOOD AVE	EDGEWATER	FL	32141	(386)671-2626
Physician	VIRGINIA G MCFARLAND	CORA Health Services, Inc.	Therapist	Physical Therapy	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA PHYSICAL THERAPY - NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1954 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINICS-WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS-NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS-ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Physician	MARK MC MULLAN	CORA Health Services, Inc.	Therapist	Occupational Therapy	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Physician	MATTHEW J SHELTZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1275 W GRANADA BLVD STE				

Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Physician	KENDRA L BLOOMER	CORA Health Services, Inc.	Therapist	Physical Therapy	1119 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)823-8550
Physician	ELAINE M OTTO	CORA Health Services, Inc.	Therapist	Occupational Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)688-0070
Physician	MEGHANN C PEREZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)322-3442
Physician	HEIDI WHITE	CORA Health Services, Inc.	Therapist	Occupational Therapy	309 KAYS LANDING DR	SANFORD	FL	32771	(321)217-9743
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	300 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Facility	CORA REHABILITATION CLINIC/SANFORD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		330 E COMMERCIAL ST	SANFORD	FL	32771	(866)888-6724
Physician	KERRI STERCH	CORA Health Services, Inc.	Therapist	Physical Therapy	330 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	Physical Therapy	1565 SAXON BLVD	DELTONA	FL	32725	(386)851-0901
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/LAKE MARY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/LAKE PLACID	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Physician	KIMBERLY BLAIREY	Rothman Institute of New Jersey, P	Therapist	Occupational Therapy	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Physician	ZACHARY S LOGESON	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Facility	CORA REHAB CLINICS - S. ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HIALEAH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Physician	ROBERT N PAGE JR	CORA Health Services, Inc.	Therapist	Physical Therapy	1764 S WOODLAND BLVD	DELAND	FL	32720	(386)734-9400
Facility	CORA REHABILITATION CLINIC/DELAND	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	KELSEY DUDGEON	CORA Health Services, Inc.	Therapist	Physical Therapy	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	JAMES N HARTLAND	CORA Health Services, Inc.	Therapist	Physical Therapy	515 W STATE ROAD 434	LONGWOOD	FL	32750	(407)834-1034
Physician	CATHERINE ALLBRITTON	CORA Health Services, Inc.	Specialist	Physical Medicine & Re	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	ANTHONY P BASTOLLA	CORA Health Services, Inc.	Therapist	Physical Therapy	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	CATALINA BLANCO	CORA Health Services, Inc.	Therapist	Occupational Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	MELANIE A BROWN	CORA Health Services, Inc.	Therapist	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	ROMAN MAKAROV	CORA Health Services, Inc.	Therapist	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	TONYA D ALVIES	CORA Health Services, Inc.	Therapist	Physical Therapy	704 W STATE ROAD 434 STE F	LONGWOOD	FL	32750	(407)831-6801
Physician	SCOTT R SHEPARD	CORA Health Services, Inc.	Therapist	Physical Therapy	125 W PINEVIEW ST STE 1009	ALTAMONTE SPRINGS	FL	32714	(407)830-0400
Physician	CAROL A GOSS	CORA Health Services, Inc.	Therapist	Physical Therapy	223 HERON ST	ALTAMONTE SPRINGS	FL	32701	(407)453-2081
Physician	BARRETT PHANEUF	CORA Health Services, Inc.	Therapist	Physical Therapy	2200 WINTER SPRINGS BLVD STE 112	OVIEDO	FL	32765	(407)365-1158
Physician	TALHA RIAZ	CORA Health Services, Inc.	Therapist	Physical Therapy	795 EXECUTIVE DR	OVIEDO	FL	32765	(407)365-1158
Physician	VIRGINIA C STEVENS	CORA Health Services, Inc.	Therapist	Physical Therapy	795 EXECUTIVE DR	OVIEDO	FL	32765	(407)365-1158
Physician	JACQUELINE N PERRI	CORA Health Services, Inc.	Therapist	Physical Therapy	3508 SEAFORD LN	CASSELBERRY	FL	32707	(321)239-2814
Physician	BARITA SAMAROO	CORA Health Services, Inc.	Therapist	Occupational Therapy	2086 CRANBERRY ISLES WAY	APOPKA	FL	32712	(407)795-2942
Physician	BRANDI BLACK	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(407)880-7772
Physician	TIMOTHY E BROWN	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(407)880-7772
Facility	CORA REHABILITATION CLINIC/APOPKA	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Physician	KRISTINA A CRAWFORD	CORA Health Services, Inc.	Therapist	Occupational Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Physician	HEATHER K PEROGIA	CORA Health Services, Inc.	Therapist	Occupational Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(866)389-0211
Physician	GISELLE PADRIGONE	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(407)880-7772
Physician	LINDSEY SEIDELMAN	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(407)880-7772
Physician	OMAR G SERRANO	CORA Health Services, Inc.	Therapist	Physical Therapy	1706 E SEMORAN BLVD. SUITE 107	APOPKA	FL	32705	(407)880-7772
Physician	AJACEUS RODRIGUEZ	CORA Health Services, Inc.	Therapist	Physical Therapy	120 ALEXANDRIA BLVD	OVIEDO	FL	32765	(407)545-0947
Physician	MILTON D DEBRUN	CORA Health Services, Inc.	Specialist	Physical Medicine & Re	2740 MAITLAND CROSSING WAY APT 2203	ORLANDO	FL	32810	(404)797-5056
Physician	LOYD M IGNACIO	CORA Health Services, Inc.	Therapist	Physical Therapy	1822 GRASMEER DR	APOPKA	FL	32705	(407)435-4167
Physician	CHRISTOPHER L REEVES	Rothman Institute of New Jersey, P	Medical Practitioners	Podiatry	2111 GLENWOOD DR STE 104	WINTER PARK	FL	32792	(407)647-1590
Physician	DOUGLAS ALLEN	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKE MONT AVE	WINTER PARK	FL	32792	(844)407-4070
Physician	John Anderson	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ASOO BACHOURA	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	TRUNG M BUI	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	DAVID C HIRSH	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ANDRE S HSHMAEL	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	NOAH MASTONE	Rothman Institute of New Jersey, P	Therapist	Physical Therapy	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	ADAM J MONEY	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKE MONT AVE	WINTER PARK	FL	32792	(844)407-4070
Physician	MICHELLE L MULLINS	Rothman Institute of New Jersey, P	Primary Care Physicians	Sports Medicine	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	JOHN A RUDER MD	Rothman Institute of New Jersey, P	Specialist	Orthopedic Surgery	255 N LAKE MONT AVE STE 207	WINTER PARK	FL	32792	(844)407-4070
Physician	GERALD B BORNSTEIN	Rothman Institute of New Jersey, P	Medical Practitioners	Podiatry	1573 W FAIRBANKS AVE	WINTER PARK	FL	32789	(407)557-9188
Physician	LEAH KOO	CORA Health Services, Inc.	Therapist	Physical Therapy	4806 N ORANGE BLOSSOM TRL	ORLANDO	FL	32810	(407)206-3326
Physician	CANDICE E AMAT	CORA Health Services, Inc.	Therapist	Physical Therapy	811 S ORLANDO AVE	WINTER PARK	FL	32789	(407)539-1792
Facility	CORA PHYSICAL THERAPY - WINTER PARK	CORA Health Services, Inc.	Rehabilitation Therapy Centers		811 S ORLANDO AVE STE H	WINTER PARK	FL	32789	(407)539-1792
Facility	CORA REHABILITATION CLINIC/WINTER PARK	CORA Health Services, Inc.	Rehabilitation Therapy Centers		811 S ORLANDO AVE STE H	WINTER PARK	FL	32789	(407)539-1792
Physician	LEONILY TIRONI	CORA Health Services, Inc.	Therapist	Physical Therapy	10027 UNIVERSITY BLVD	ORLANDO	FL	32817	(407)681-2520
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	10027 UNIVERSITY BLVD	ORLANDO	FL	32817	(407)681-2520
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	Physical Therapy	1335 S ORLANDO AVE	WINTER PARK	FL	32789	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HAINES CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3480 RAYENCKREEK LN	OVIEDO	FL	32766	(407)810-2225
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	LAURI J GOLDBERG-CAYADO	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	NOLAN AMOS	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Facility	CORA REHABILITATION CLINIC/UNIVERSITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	JUSTIN C HESS	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	ROBYN PALISOC	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	BOB T WILLIAMS	CORA Health Services, Inc.	Therapist	Physical Therapy	3451 TECHNOLOGICAL AVE STE 1	ORLANDO	FL	32817	(407)681-2520
Physician	HEMA RAMASWAMY	CORA Health Services, Inc.	Therapist	Physical Therapy	2623 MAYWOOD ST	EUSTIS	FL	32726	(952)381-2069
Facility	CORA REHABILITATION CLINIC/ORANGE CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		3403 TECHNOLOGICAL AVE	ORLANDO	FL	32817	(407)681-2520
Physician	ALICIA L MURRAY	CORA Health Services, Inc.	Therapist	Physical Therapy	3403 TECHNOLOGICAL AVE STE 2	ORLANDO	FL	32817	(407)681-2520
Facility	CORA REHABILITATION CLINIC/DELAND	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	KELSEY DUDGEON	CORA Health Services, Inc.	Therapist	Physical Therapy	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Facility	CORA REHAB CLINICS - S. ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HIALEAH	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Physician	ROBERT N PAGE JR	CORA Health Services, Inc.	Therapist	Physical Therapy	1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(386)734-9400
Physician	KENDRA L BLOOMER	CORA Health Services, Inc.	Therapist	Physical Therapy	1119 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Facility	CORA REHABILITATION CLINIC/ORANGE CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1117 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32783	(386)774-4404
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32783	(386)774-4404
Physician	SHELBY H GRAY	CORA Health Services, Inc.	Therapist	Physical Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32783	(386)774-4404
Physician	STEFANIE POLANCO	CORA Health Services, Inc.	Therapist	Occupational Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32783	(386)774-4404
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	Physical Therapy	1565 SAXON BLVD	DELTONA	FL	32725	(386)851-0901
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)823-8550
Physician	ELAINE M OTTO	CORA Health Services, Inc.	Therapist	Occupational Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)688-0070
Physician	MEGHANN C PEREZ	CORA Health Services, Inc.	Therapist	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)322-3442
Facility	CORA REHABILITATION CLINIC/SANFORD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		330 E COMMERCIAL ST	SANFORD	FL	32771	(866)888-6724
Physician	KERRI STERCH	CORA Health Services, Inc.	Therapist	Physical Therapy	330 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	Physical Therapy	300 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	HEIDI WHITE	CORA Health Services, Inc.	Therapist	Occupational Therapy	309 KAYS LANDING DR	SANFORD	FL	32771	(321)217-9743
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/LAKE MARY	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/LAKE PLACID	CORA Health Services, Inc.	Rehabilitation Therapy Centers		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS -NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Physician	EMILY L HULLBERG	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	Physical Therapy	1525 HERBERT ST STE				

Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	KENDRA L BLOOMER	CORA Health Services, Inc.	Therapist	1119 SAXON BLVD	Physical Therapy	1119 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	2884 WELLNESS AVE STE 300		2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	SHELBY H GRAY	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	Physical Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	STEFANIE POLANCO	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	Occupational Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA REHABILITATION CLINIC/SANFORD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	330 E COMMERCIAL ST		330 E COMMERCIAL ST	SANFORD	FL	32771	(866)888-6724
Physician	KERRI STERCHI	CORA Health Services, Inc.	Therapist	330 E COMMERCIAL ST	Physical Therapy	330 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	300 E COMMERCIAL ST	Physical Therapy	300 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)823-8550
Physician	ELIANE M OTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Occupational Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)688-0070
Physician	MEGHANN C PEREZ	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)322-3442
Facility	CORA REHAB CLINICS - S. ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HIALEAH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Physician	ROBERT N PAGE JR	CORA Health Services, Inc.	Therapist	1764 S WOODLAND BLVD	Physical Therapy	1764 S WOODLAND BLVD	DELAND	FL	32720	(386)734-9400
Facility	CORA REHABILITATION CLINIC/DELAND	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1590 S STATE ROAD 15A STE 2		1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	KELSEY DUDGEON	CORA Health Services, Inc.	Therapist	1590 S STATE ROAD 15A STE 2	Physical Therapy	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	HEIDI WHITE	CORA Health Services, Inc.	Therapist	309 KAYS LANDING DR	Occupational Therapy	309 KAYS LANDING DR	SANFORD	FL	32771	(321)217-9743
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/LAKE MARY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/LAKE PLACID	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020		934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Physician	KIMBERLY BLAKELY	Rothman Institute of New Jersey, P	Therapist	1141 PATTERSON TER	Occupational Therapy	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Physician	ZACHARY S LOGESON	Rothman Institute of New Jersey, P	Therapist	1141 PATTERSON TER	Physical Therapy	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Physician	JAMES N HARTLAND	CORA Health Services, Inc.	Therapist	515 W STATE ROAD 434	Physical Therapy	515 W STATE ROAD 434	LONGWOOD	FL	32750	(407)834-1034
Physician	CATHERINE ALLBRITTON	CORA Health Services, Inc.	Specialist	705 W STATE ROAD 434	Physical Medicine & Rehabilitation	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	ANTHONY P BASTOLLA	CORA Health Services, Inc.	Therapist	705 W STATE ROAD 434	Physical Therapy	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	CATALINA BLANCO	CORA Health Services, Inc.	Therapist	765 W STATE ROAD 434 STE A	Occupational Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	MELANIE A BROWN	CORA Health Services, Inc.	Therapist	765 W STATE ROAD 434 STE A	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)830-1100
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	765 W STATE ROAD 434 STE A		765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	ROMAN MAKAROV	CORA Health Services, Inc.	Therapist	765 W STATE ROAD 434 STE A	Physical Therapy	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	TONYA D ALVIES	CORA Health Services, Inc.	Therapist	704 W STATE ROAD 434 STE F	Physical Therapy	704 W STATE ROAD 434 STE F	LONGWOOD	FL	32750	(407)831-6801
Physician	BARRETT PHANEUF	CORA Health Services, Inc.	Therapist	2200 WINTER SPRINGS BLVD STE 112	Physical Therapy	2200 WINTER SPRINGS BLVD STE 112	OVEDO	FL	32765	(407)365-1198
Physician	TALHA RIAZ	CORA Health Services, Inc.	Therapist	795 EXECUTIVE DR	Physical Therapy	795 EXECUTIVE DR	OVEDO	FL	32765	(407)365-1198
Physician	VIRGINIA C STEVENS	CORA Health Services, Inc.	Therapist	795 EXECUTIVE DR	Physical Therapy	795 EXECUTIVE DR	OVEDO	FL	32765	(407)365-1198
Physician	SCOTT R SHEPARD	CORA Health Services, Inc.	Therapist	125 W PINVIEW ST STE 1009	Physical Therapy	125 W PINVIEW ST STE 1009	ALTAMONTE SPRINGS	FL	32714	(407)830-0400
Physician	CAROL A GROSS	CORA Health Services, Inc.	Therapist	223 HERON ST	Physical Therapy	223 HERON ST	ALTAMONTE SPRINGS	FL	32701	(407)463-2061
Physician	ARACELIS RODRIGUEZ	CORA Health Services, Inc.	Therapist	120 ALEXANDRIA BLVD	Physical Therapy	120 ALEXANDRIA BLVD	OVEDO	FL	32765	(407)545-0947
Physician	JACQUELINE N PERRI	CORA Health Services, Inc.	Therapist	9506 SEAFORD LN	Physical Therapy	9506 SEAFORD LN	CASSELBERRY	FL	32707	(321)239-2814
Physician	LAURI J GOLDBERG-CAYADO	CORA Health Services, Inc.	Therapist	3480 RAVENCREEK LN	Physical Therapy	3480 RAVENCREEK LN	OVEDO	FL	32796	(407)810-2225
Physician	REGINA A BLANKE	CORA Health Services, Inc.	Therapist	2010 S RIDGEWOOD AVE	Physical Therapy	2010 S RIDGEWOOD AVE	EDGEWATER	FL	32141	(386)671-2626
Physician	MARK McMULLAN	CORA Health Services, Inc.	Therapist	301 S MYRTLE AVE	Occupational Therapy	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Facility	CORA PHYSICAL THERAPY -NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1994 STATE ROAD 44 STE 2		1994 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST		1525 HERBERT ST	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS -NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST		1525 HERBERT ST	PORT ORANGE	FL	32129	(877)611-3415
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	1525 HERBERT ST STE 103	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	VIRGINIA C MCFARLAND	CORA Health Services, Inc.	Therapist	1020 MASON AVE	Physical Therapy	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE		1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(386)323-5840
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	1020 MASON AVE	Physical Therapy	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524
Physician	VIRGINIA C MCFARLAND	CORA Health Services, Inc.	Therapist	1630 MASON AVE	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE		1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	Physical Therapy	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)323-5840
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)851-7176
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD STE 482		1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD		1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	NICCATI D HONAKER	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	Physical Therapy	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	MATTHEW J SHELZ	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD STE 482	Physical Therapy	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST		1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103		1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS -NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST		1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	Physical Therapy	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	1525 HERBERT ST STE 103	Physical Therapy	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	MARK McMULLAN	CORA Health Services, Inc.	Therapist	301 S MYRTLE AVE	Occupational Therapy	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Facility	CORA PHYSICAL THERAPY -NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1994 STATE ROAD 44 STE 2		1994 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers	80 PINNACLES DR STE 800		80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)586-3133
Facility	CORA REHAB CLINICS - S. ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HIALEAH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12		1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Physician	ROBERT N PAGE JR	CORA Health Services, Inc.	Therapist	1764 S WOODLAND BLVD	Physical Therapy	1764 S WOODLAND BLVD	DELAND	FL	32720	(386)734-9400
Facility	CORA REHABILITATION CLINIC/DELAND	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1590 S STATE ROAD 15A STE 2		1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	KELSEY DUDGEON	CORA Health Services, Inc.	Therapist	1590 S STATE ROAD 15A STE 2	Physical Therapy	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	1565 SAXON BLVD	Physical Therapy	1565 SAXON BLVD	DELTONA	FL	32725	(386)851-0901
Physician	KENDRA L BLOOMER	CORA Health Services, Inc.	Therapist	1119 SAXON BLVD	Physical Therapy	1119 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA REHABILITATION CLINIC/ORANGE CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1117 SAXON BLVD		1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	Physical Therapy	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	2884 WELLNESS AVE STE 300		2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	SHELBY H GRAY	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	Physical Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	STEFANIE POLANCO	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	Occupational Therapy	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA REHABILITATION CLINIC/SANFORD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	330 E COMMERCIAL ST		330 E COMMERCIAL ST	SANFORD	FL	32771	(866)888-6724
Physician	KERRI STERCHI	CORA Health Services, Inc.	Therapist	330 E COMMERCIAL ST	Physical Therapy	330 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	300 E COMMERCIAL ST	Physical Therapy	300 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	DONNA E CIANCIOOTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)823-8550
Physician	ELIANE M OTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Occupational Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)688-0070
Physician	MEGHANN C PEREZ	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	Physical Therapy	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)322-3442
Phys										

Facility	CORA PHYSICAL THERAPY - NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1994 STATE ROAD 44 STE 1	NEW SMYRNA BEACH	FL	32168	(407)829-7312
Physician	REGINA A BLANKE	CORA Health Services, Inc.	Therapist	2010 S RIDGEWOOD AVE	EDGEWATER	FL	32141	(386)671-2526
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS - NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	VIRGINIA G MCFARLAND	CORA Health Services, Inc.	Therapist	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	1630 MASON AVE	DAYTONA BEACH	FL	32117	(386)323-5840
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)651-7176
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	NICCATI D HONAKER	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	MATTHEW J SHELZ	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Physician	REGINA A BLANKE	CORA Health Services, Inc.	Therapist	2010 S RIDGEWOOD AVE	EDGEWATER	FL	32141	(386)671-2526
Physician	MARK MCMULLAN	CORA Health Services, Inc.	Therapist	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Facility	CORA PHYSICAL THERAPY -NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1994 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Physician	ANTHONY P BASTOLLA	CORA Health Services, Inc.	Therapist	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Physician	BARRETT PHANEUF	CORA Health Services, Inc.	Therapist	2200 WINTER SPRINGS BLVD STE 112	OLIVEDO	FL	32786	(407)365-1198
Physician	CAROL A GOSS	CORA Health Services, Inc.	Therapist	223 HEARN ST	ALTAMONTE SPRINGS	FL	32701	(407)463-2081
Physician	CATALINA BLANCO	CORA Health Services, Inc.	Therapist	785 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	CATHERINE ALLBRITTON	CORA Health Services, Inc.	Specialist	705 W STATE ROAD 434	LONGWOOD	FL	32750	(407)831-6801
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Facility	CORA REHAB CLINICS - S. ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/DELAND	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Facility	CORA REHABILITATION CLINIC/HIALEAH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/LAKE MARY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(407)829-7311
Facility	CORA REHABILITATION CLINIC/LAKE PLACID	CORA Health Services, Inc.	Rehabilitation Therapy Centers	934 WILLISTON PARK POINT SUITE 1020	LAKE MARY	FL	32746	(866)389-0211
Facility	CORA REHABILITATION CLINIC/ORANGE CITY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Facility	CORA REHABILITATION CLINICS/SANFORD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	330 E COMMERCIAL ST	SANFORD	FL	32771	(866)888-6724
Facility	CORA REHABILITATION CLINICS -ORLANDO	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1764 S WOODLAND BLVD UNIT 12	DELAND	FL	32720	(877)611-3415
Physician	DONNA E CIANOTTO	CORA Health Services, Inc.	Therapist	1565 SAXON BLVD	DELTONA	FL	32725	(386)851-0901
Physician	DONNA E CIANOTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)833-6550
Physician	ELAINE M OTTO	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)868-0070
Physician	HEIDI WHITE	CORA Health Services, Inc.	Therapist	309 KAYS LANDING DR	SANFORD	FL	32771	(321)217-9743
Physician	JAMES W HARTLAND	CORA Health Services, Inc.	Therapist	515 W STATE ROAD 434	LONGWOOD	FL	32750	(407)834-1034
Physician	KELSEY DUDGEON	CORA Health Services, Inc.	Therapist	1590 S STATE ROAD 15A STE 2	DELAND	FL	32720	(386)734-9400
Physician	KENDRA L BLOOMER	CORA Health Services, Inc.	Therapist	1119 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	KERRI STERCHI	CORA Health Services, Inc.	Therapist	330 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	KIMBERLY BLAKELY	Rothman Institute of New Jersey, P	Therapist	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Physician	MEGHANNC C PEREZ	CORA Health Services, Inc.	Therapist	1200 LEXINGTON GREEN LN	SANFORD	FL	32771	(407)322-4472
Physician	MELANIE A BROWN	CORA Health Services, Inc.	Therapist	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)830-1100
Physician	PAUL R LOPES	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	ROBERT N PAGE JR	CORA Health Services, Inc.	Therapist	1764 S WOODLAND BLVD	DELAND	FL	32720	(386)734-9400
Physician	ROMAN MAKAROV	CORA Health Services, Inc.	Therapist	765 W STATE ROAD 434 STE A	LONGWOOD	FL	32750	(407)831-6801
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	1117 SAXON BLVD	ORANGE CITY	FL	32763	(386)774-4404
Physician	SALLY S DARLIN	CORA Health Services, Inc.	Therapist	300 E COMMERCIAL ST	SANFORD	FL	32771	(407)302-8067
Physician	SCOTT R SHEPARD	CORA Health Services, Inc.	Therapist	125 W PINEVIEW ST STE 1009	ALTAMONTE SPRINGS	FL	32714	(407)830-0400
Physician	SHELBY H GRAY	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	STEFANIE POLANCO	CORA Health Services, Inc.	Therapist	2884 WELLNESS AVE STE 300	ORANGE CITY	FL	32763	(386)774-4404
Physician	TONYA D ALVIES	CORA Health Services, Inc.	Therapist	704 W STATE ROAD 434 STE F	LONGWOOD	FL	32750	(407)831-6801
Physician	ZACHARY S LOGESON	Rothman Institute of New Jersey, P	Therapist	1141 PATTERSON TER	LAKE MARY	FL	32746	(844)407-4070
Facility	CORA PHYSICAL THERAPY	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA PHYSICAL THERAPY -NEW SMYRNA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1994 STATE ROAD 44 STE 2	NEW SMYRNA BEACH	FL	32168	(407)829-7311
Facility	CORA REHABILITATION CLINIC/DELRAY BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/HOMESTEAD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINIC/MIAMI BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINIC/NORTH DADE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINIC/ORMOND BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Facility	CORA REHABILITATION CLINIC/PORT ORANGE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Facility	CORA REHABILITATION CLINIC/WATERFORD LAKES	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS - MASON AVE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1630 MASON AVE	DAYTONA BEACH	FL	32117	(866)389-0211
Facility	CORA REHABILITATION CLINICS DANIA BEACH	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Facility	CORA REHABILITATION CLINICS -NORTH LAUDERDALE	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(877)611-3415
Facility	CORA REHABILITATION CLINICS -SOUTH FLAGLER	CORA Health Services, Inc.	Rehabilitation Therapy Centers	80 PINNACLES DR STE 800	PALM COAST	FL	32164	(386)386-3133
Facility	CORA REHABILITATION CLINICS -ST CLOUD	CORA Health Services, Inc.	Rehabilitation Therapy Centers	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(866)389-0211
Physician	EMILY J HULLBERG	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JILLIAN MILLER	CORA Health Services, Inc.	Therapist	1525 HERBERT ST	PORT ORANGE	FL	32129	(386)756-0424
Physician	JOSEPH D JOHNSTON	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	KARI M WILLIAMS	CORA Health Services, Inc.	Therapist	1525 HERBERT ST STE 103	PORT ORANGE	FL	32129	(386)756-0424
Physician	MALLORY ARP	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(706)651-7176
Physician	MARK MCMULLAN	CORA Health Services, Inc.	Therapist	301 S MYRTLE AVE	NEW SMYRNA	FL	32168	(386)410-2523
Physician	MATTHEW J SHELZ	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD STE 482	ORMOND BEACH	FL	32174	(386)615-1112
Physician	NATALIA G ZBOROVSKY	CORA Health Services, Inc.	Therapist	1630 MASON AVE	DAYTONA BEACH	FL	32117	(386)323-5840
Physician	NICCATI D HONAKER	CORA Health Services, Inc.	Therapist	1275 W GRANADA BLVD	ORMOND BEACH	FL	32174	(386)615-1112
Physician	VIRGINIA G MCFARLAND	CORA Health Services, Inc.	Therapist	1020 MASON AVE	DAYTONA BEACH	FL	32117	(386)253-0524

GENERAL QUESTION #1

- ◆ Please provide a list of names, contact persons and telephone numbers of three clients for whom you provide similar coverage(s) in Central Florida with more than 300 covered employees.

Name: City of Orlando

Address: 400 South Orange Avenue, Orlando, FL 32801

Phone: (407) 246-3343

Initiation/Completion: 2010-Present

Services: TPA for Workers' Compensation Claims

Name: Martin County Board of County Commissioners

Address: 2401 SE Monterey Road, Stuart, FL 34996

Phone: (772) 288-5941

Initiation/Completion: 1982-Present

Services: TPA for Workers' Compensation and Liability Claims, Brokerage, Employee Benefits, Loss Control, Consulting

Name: City of Port St. Lucie

Address: 121 SW Port St. Lucie Blvd, Port St. Lucie, FL 34984

Phone: (772) 871-5225

Initiation/Completion: 1982-Present

Services: TPA for Workers' Compensation and Liability Claims, Brokerage, Employee Benefits, Loss Control, Consulting

GENERAL QUESTION #2

- ◆ Will you agree to indemnify and hold harmless the City (including all its agencies) and its employees and agents, with respect to any and all claims, suits, actions, liabilities, and costs on any kind arising from your actions or those of network providers under the managed medical care program?

Relation Insurance Services of Florida agrees to the specific requirements within the submitted proposal. Relation is not involved in any litigation.

GENERAL QUESTION #3

- Describe any performance guarantee programs your company proposes. Please indicate the group name, address, name of person to contact, and telephone number of up to three firms in Florida to whom your company has forfeited money because of service problems in the last three years.

We have several performance guarantee programs. Below is a sample performance matrix. We would be happy to formulate a specific program for City of Ormond Beach. Relation has not forfeited money because of service problems.

Sample Performance Matrix

Performance Guarantee Matrix

Service Indicator	TPA Response	Financial Penalty/Reward
Notification of Open Workers' Compensation Claims (within 2 business days)	95%	TBD
Notification of Worker' Compensation Lost Work Day -Start & End (within 2 business days)	97%	TB
Notification of Workers' Compensation Light Duty - Start & End (within 2 business days)	95%	TBD
Notification of Closed Workers' Compensation Claims (within 2 business days)	85%	TBD
Accuracy of Monthly Workers' Compensation and Liability Claims Reports (by the 15th of the following month)	90%	TBD
Average response time for returning calls from District staff/employees and claimants (within 90 minutes)	80%	TBD
Reporting accuracy to FDFS* Division of Workers' Compensation - Accurate reporting, timely filing and timely payment	97%	TBD
Billing accuracy	95%	TBD
Total		\$

* Florida Department of Financial Services

NETWORK OPERATION / QUALITY ASSURANCE QUESTIONS

Provide a directory of the primary care physicians and specialists in Volusia who are contracted in your or the rented network. Separately provide the same information for Flagler County and Orange County. Please see attached.

Do you hold any contracts with physicians, hospitals, specialists, leased networks or subcontractors? If so, please describe the arrangement(s).

Through S1 Medical we have developed a trusted, proficient and caring panel of providers in Volusia, Flager and Orange counties. With these providers we are able to deliver the best care to the City and it's employees, while maximizing savings.

Relation offers access to a variety of contracts with physicians, hospitals, specialists, and leased networks. They can be categorized into four categories:

1. Direct Contracts: Direct arrangements between Relation and medical providers/vendors. Relation will, as needed, establish direct agreements with physicians or vendors that are necessary to the continuum of care or care-management of our clients. These agreements are often motivated by a client preference, a need for a specific specialist in a particular area, or a special arrangement that accommodates nontraditional pricing formats or special handling instructions.
2. S1 Med Direct: Direct arrangements between Relation's MCO, S1 Medical, and medical providers/vendors. S1 Medical will, as needed, establish direct agreements with physicians or vendors that are necessary to the continuum of care or care-management of our clients. These agreements are often motivated by a Relation client preference, a need for a specific specialist in a particular area, or a special arrangement that accommodates nontraditional pricing formats or special handling instructions.

The two tiers described above are commonly referred to as C3N, which stands for Clinical Care Coordination Network.

3. Sign Off Select: This refers to the measure required for single case agreements which serve either necessary or more effective based on the treatment/claim/bill scenario.
4. Leased Network Access: Relation gains access, through its medical bill review process, to a variety of leased PPO networks available within the workers compensation market.

This access allows for us to establish the most competitive arrangement of networks that suit our book of business the best, judging both by coverage and savings. The two different industry available leased network types are:

1. Comprehensive (traditional): Includes example networks such as Multiplan, Prime Health, Rockport (Careworks), Evolutions, etc.
2. Specialty: Includes example networks such as MSC, OneCall, MedRisk, AlignNetworks, etc.

DATA & REPORTING REQUIREMENTS

Each proposer must list the name of each periodic report with a description of the data contained and frequency of each.

The below reports are sent monthly.

Summary Loss Report in PDF format- Summary of losses by fiscal/policy year, line of business and claim type.
Coverage Report in PDF format- Summary of losses by line of business, claim type.
Reserve Change History in PDF format- Reserve changes that occurred during the month.
Loss Run All Claims by Department in PDF format- Full loss run.
Loss Run Open Claims by Department in PDF format- Loss run of open claims by department.
Large Loss Report in PDF format- All losses with total incurred greater than or equal to \$25,000.
All Claims w detail - All losses with each reserve type payment.
Monthly Performance Report - snapshot of claims added, claims closed and current Open Claim count distribution.
Opened Claims - claims opened within the month.
Closed Claims - claims closed within the month.



Certification

Relation certifies that we have the capacity to continue to provide claims administration services, as described herein, and we have successfully participated in similar Agreements with in the past 10 years. We certify that we are in good professional standing and understand and will comply with all Federal, State and Local guidelines that may pertain to the provision of these services.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

RELATION INSURANCE SERVICES OF FLORIDA, INC.

700 CENTRAL PARKWAY
STUART FL 34994

Agency License Number L047036

Location Number: 125240

Issued On 03/14/2007

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.



Jimmy Patronis
Chief Financial Officer
State of Florida

FLORIDA DEPARTMENT OF FINANCIAL SERVICES

RELATION INSURANCE SERVICES OF FLORIDA, INC.

License Number : W834653

Resident Insurance License

- 2505 - INDEPENDENT ADJUSTING FIRM

Issue Date

03/03/2022

Please Note:

A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department if you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at <https://dica.flds.com>. To validate the accuracy of this license you may review the individual license record under "License Search" on the Florida Department of Financial Services website at www.myfloridado.com/division/agents.



Jimmy Patronis
Chief Financial Officer
State of Florida



Minority Business Enterprise

Relation is not a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance act of 1985.

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CITY OF STUART
LOCAL BUSINESS TAX RENEWAL INVOICE
October 1, 2022 - September 30, 2023



Initial Notice

Business Account # 12890	DUE DATE : 09/30/2022	CHECK BOX AND PROVIDE DATE IF
EMPLOYERS MUTUAL, INC. EMPLOYERS MUTUAL, INC. 700 SE CENTRAL PKWY	09/30 AMOUNT DUE: \$ 31.25	CLOSED ☐ _/_
	AMOUNT REMITTED: \$	MOVED (out of city) ☐ _/_
	# OF EMPLOYEES:	NEW MAILING ADDRESS:
ABOVE PLEASE PROVIDE THE NUMBER OF EMPLOYEES FOR STATISTICAL PURPOSES ONLY - IT WILL NOT CHANGE YOUR FEE.		

RENEW
BY
MAIL
OR
ONLINE

PLEASE DETACH, COMPLETE AND RETURN THIS REMITTANCE PORTION ALONG WITH:
☐ YOUR CHECK WITH BUSINESS ID #12890 INDICATED ON CHECK
☐ PROOF OF ACTIVE CERTIFICATION, REGISTRATION, LICENSE, ETC. (F.S. 205.194)
☐ EMERGENCY CONTACT NAME _____, TELEPHONE _____
TO: CITY OF STUART, BUSINESS TAX DIVISION, 121 SW FLAGLER AVE, STUART, FL 34994-213

A Local Business Tax Receipt will not be issued without proof of an active State Certificate, Registration, or License. [FS 205.194]

RENEW ONLINE
www.cityofstuart.us
Click on Online Payments

E-MAIL THE REQUIRED SUPPORTING DOCUMENTS TO: businesstax@ci.stuart.fl.us
ACTIVE CERTIFICATION, REGISTRATION, LICENSE, ETC.
INCLUDE NUMBER OF EMPLOYEES AND BUSINESS ACCOUNT #

First-time users need to 'Activate' account before first use. Activate using information exactly as it appears at right

Business ID 12890
Business Address 700 SE CENTRAL PKWY
Business Name EMPLOYERS MUTUAL, INC.

TAX CATEGORY	RECEIPT #	UNITS	FEE
INSURANCE - AGENCY	609	1.00	31.25

RECEIVED
JUL 13 2022

Past Due Balance 0
Total (Due 09/30) 31.25

Amount Due: Through Sep 30 Oct 1-Oct 31 Nov 1-Nov 30 Dec 1-Dec 31 Jan 1-Jan 31
\$31.25 \$34.38 \$35.94 \$37.50 \$39.06

FAILURE TO PAY THE REQUIRED LOCAL BUSINESS TAX BEFORE MARCH 1, 2023
WILL RESULT IN THE ADDITION OF A \$250.00 CIVIL PENALTY. [FS 205.053(3)]

NOTE: IT IS A VIOLATION OF CITY CODE TO TRANSFER LOCATION OR CHANGE OWNERS WITHOUT NOTIFYING THE CITY OF STUART AT 772 288 5319



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/30/2023

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

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

PRODUCER RISI dba Pan American Insurance Services 1277 Treat Blvd Suite 400 Walnut Creek CA 94597	CONTACT NAME: Teri Scott PHONE (A/C, No, Ext): (925) 937-8787 FAX (A/C, No): (925) 322-6655 E-MAIL ADDRESS: teri.scott@relationinsurance.com
INSURED AQ Sunshine Parent, LLC and its subsidiaries; Relation Insurance Inc., Relation Insurance Services, Inc. 1277 Treat Blvd., Suite 400 Walnut Creek CA 94597	INSURER(S) AFFORDING COVERAGE INSURER A: Allied World Assurance Company (U.S.) Inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 23/24 E&O - Primary Layer**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			0313-9753	08/30/2023	08/30/2024	Each Claim 5,000,000 Aggregate 5,000,000

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

Insured: Relation Insurance Services of Florida, Inc., 700 Central Parkway, Stuart, Florida 34994

CERTIFICATE HOLDER**CANCELLATION**

For Information Only - Stuart FL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

Request for Proposal

Third Party Administration for Workers' Compensation Claims

(RFP No. 2024-03)

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.

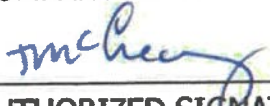
2.

☒ 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.

Relation Insurance Services of Florida

COMPANY NAME



AUTHORIZED SIGNATURE

Tim McCreary

SIGNER'S NAME (PRINT OR TYPE)

President

TITLE

10/02/23

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposal
Third Party Administration for Workers' Compensation Claims
(RFP No. 2024-03)

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.



Signature

Tim McCreary

Print Name

President

Title

City of Ormond Beach
Request for Proposal
Third Party Administration for Workers' Compensation Claims
(RFP No. 2024-03)

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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.

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.

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.

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.

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.

Relation Insurance Services of Florida
COMPANY NAME


AUTHORIZED SIGNATURE

Tim McCreary

NAME

President

TITLE

10/02/23

DATE



RFP Evaluation Summary

Project: Third Party Administration Services for Workers' Compensation

Recommendation of Award: Relation Insurance
(once all requirements have been meet)

RFP Number: 2024-03

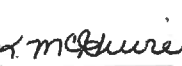
Date & Time: October 26, 2023 10:00 AM

The RFP's were scored on the following criteria:

- Office/Personnel & Use of Outside Services- **20 points max**
- Fees and Costs - **20 points max**
- Claim Handling. - **25 points max**
- Claim Reports- **10 points max**
- Provider Network - **15 points max**
- Proposer qualifications - **10 points max**

Firm	Summary																												Total Score		Rank	
	Personnel - 20 Max				Fees and Costs - 20 Max				Claim Handling- 25 Max				Claim Reports - 10 Max				Provider Network - 15 Max				Qualifications- 10 Max				Totals - 100 Max							
	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.	Total	K. M.	S. P.	C. M.					
PMA Management	18	17	15	50	18	15	15	48	22	20	20	62	10	10	10	30	3	13	0	16	7	10	10	27	78	85	70	233	2			
Relation Insurance	18	18	20	56	18	15	15	48	22	15	20	57	10	7	10	27	15	13	12	40	10	10	10	30	93	78	87	258	1			


Rob Hart
Purchasing Coordinator


Kelly McGuire
Finance Director


Samantha Potts
HR Manager


Christina Maguire
Risk Manager



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-208
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Agreement with Zen Tennis, LLC, Management & Operation of Ormond Beach Tennis Center		
Summary:	This is a request to award the contract for management and operation of the Ormond Beach Tennis Center to Zen Tennis, LLC, effective Dec 5, 2023. In 2008, the City transitioned the management and operation of the tennis center to a qualified outside contractor, which resulted in improved efficiencies and cost-effective delivery of services. Since 2008, the City has entered into management and operation agreements with 4 different companies, with Jan Buenner Tennis, LLC, being the last from 2020-2023. At the Aug 15, 2023, City Commission meeting, the advertisement of a new RFP (No. 2024-02) for the management and operation of the Ormond Beach, LLC was approved. The RFP was advertised on Aug 20, 2023, with an opening date of Sept 21, 2023. Three companies submitted a proposal: Jan Buenner Tennis, LLC., HZIP LLC., and Zen Tennis LLC. An evaluation committee consisting of the City's Cultural Center Coordinator, Performing Arts Center Supervisor, and Recreational Program Specialist reviewed and rated the proposals. After evaluation, staff recommended the contract be awarded to Zen Tennis LLC. The management and operation agreement will be for a 3-year period, which may be renewed for up to an additional 3 years at the sole discretion of the City. As provided in previous agreements, the operator will be responsible for all financial costs related to the management, promotion, and operation of the managed areas of the tennis center, including all routine maintenance of courts and equipment, routine internal and external cleaning and maintenance, and all utility expenses of the tennis pro shop and restroom located in the MacDonald House building. As with previous agreements, the City will retain ownership of		

	the tennis center and is responsible for the major internal/external repairs to the office building including electrical system, heating/air conditioning system, lighting and landscaping, irrigation, and any approved capital improvements (over \$25,000).
Financial Impact:	There are no additional financial impacts, other than ongoing building costs as described, as the contractor is responsible for all operational expenses.
Citizen Impact:	By awarding the contract to Zen Tennis LLC, the City will be able to continue offering high quality recreational tennis services to the community at this location.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the agreement with Zen Tennis, LLC, for the management and operation of the Ormond Beach Tennis Center.
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279
Attachments:	1. 23-208 Tennis Center - Zen Tennis (P23-0216G) 2. OB Tennis Center - Zen Tennis LLC (P23-0216G) 3. city scanned copy 4. evaluation summary
Approval:	Kelly McGuire, Finance Director 11/20/2023 Claire Whitley, Assistant City Manager 11/22/2023 Joyce Shanahan, City Manager 11/29/2023

RESOLUTION NO. 2023-208

A RESOLUTION ACCEPTING THE PROPOSAL OF ZEN TENNIS, LLC REGARDING PROFESSIONAL SERVICES TO MANAGE AND OPERATE THE ORMOND BEACH TENNIS CENTER; AUTHORIZING THE EXECUTION OF AN AGREEMENT; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for professional services to manage and operate the Ormond Beach Tennis Center (the "Project") (City RFP No. 2024-02), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the three proposals received and determined that the most advantageous proposal for the City is the proposal submitted by Zen Tennis, LLC and recommends that an agreement for the services be awarded to Zen Tennis, LLC (a copy the agreement is attached hereto and incorporated herein by reference), 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 proposal of Zen Tennis, LLC to provide the aforescribed services is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Zen Tennis, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Zen Tennis, LLC to manage and operate the Ormond Beach Tennis Center.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT FOR THE OPERATION AND MANAGEMENT OF
THE CITY OF ORMOND BEACH
ORMOND BEACH TENNIS CENTER

THIS AGREEMENT is made and entered into by and between the City of Ormond Beach ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida, and Zen Tennis, LLC ("Operator"), a limited liability corporation, 1 Autumnwood Trail, Ormond Beach, FL 32174 and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

WHEREAS, the City advertised for proposals (RFP-2024-02) for the operation and management of the City of Ormond Beach Tennis Center, a municipally owned recreation facility located at 38 E. Granada Boulevard, Ormond Beach, FL (LEGAL DESCRIPTION - E 6.96 FT OF LOTS 2 4 6 8 & 10 & W 100 FT OF LOTS 12 14 16 18 & 20 & INC LOTS 11 13 15 17 & 19 WORTHY & HUBBARDS ORMOND BCH MB 1 PG 121 & INC N 50 FT OF W 280 FT OF E 493 FT W OF HALIFAX DR OF LOT 13 ASSRS ORMOND BCH MB 3 PG 108 PER OR 2088 PG 1293) ("Tennis Center" or "Premises"); and

WHEREAS, the City received three proposals, including one from Operator, for the operation and management of the Tennis Center; and

WHEREAS, the City and Operator desire to enter into an agreement for the operation and management of the Tennis Center (Agreement") in accordance with the terms and conditions set forth in this Agreement.

1. Tennis Center Premises

(a) The Tennis Center Premises set forth in the above referenced legal description shall not include the following areas:

- (1) The public parking lots north and south of the tennis courts, including the parking lot adjacent to The MacDonald House.
- (2) The vacant land immediately adjacent to the storage shed used and maintained by Operator.
- (3) Those portions of The MacDonald House other than the tennis office, lounge, and pro shop.

2. **Scope of Services, Use of Premises.**

(a) **Management and Operational Control.** Operator shall exercise full control and supervision of the day-to-day operations of the Tennis Center in accordance with the terms, provisions, policies, and limitations contained in this Agreement as well as any supplementary terms and conditions contained in RFP No. 2024-02 "Management and Operation of the Ormond Beach Tennis Center", and the terms contained in the Operator's Proposal, attached hereto as **Exhibit "A"**. It is expressly understood and acknowledged by the parties hereto that Operator shall manage and operate the Tennis Center as an independent contractor.

(b) **Revenues and Fees.** Operator shall be permitted to collect and retain the revenues derived from the rental of tennis courts and tennis instruction in accordance with a schedule of fees and charges approved by the Ormond Beach City Commission. Operator shall also be permitted to collect and retain revenues generated from the sale of tennis related merchandise and from special events, such as tennis tournaments. **Exhibit "B"** includes the schedules of maximum rental and instructional fees to be charged by Operator during the term of this Agreement. The City Commission, upon a showing of good cause by Operator, may approve annual increases in fees if it deems such increases to be reasonable and justified.

(c) **Compliance with Laws.** Operator shall at all times observe and obey all laws, ordinances, rules and regulations promulgated and enforced by the City of Ormond Beach and by any other governmental authority having jurisdiction or responsibility over the conduct and operations at the Premises.

(d) **Access to Premises by City.** It is expressly understood and agreed that the City retains the right to supervise and control those portions of the real property not otherwise dedicated to Operator's operations. Furthermore, the Ormond Beach City Manager, or designee, shall be granted reasonable access by Operator to all areas of the Premises for purposes of inspection, maintenance or other City functions.

(e) **Public Access.** Operator shall operate the Premises solely for tennis related activities and shall not implement any policies, procedures, or rules that either restrict or prohibit access to and use of the tennis facilities by members of the public who are otherwise eligible to use those facilities.

(f) **Taxes.** Operator shall be responsible for the payment of any and all sales, use, property tax assessments, or any other taxes of any kind imposed upon Operator (or City) by the State of Florida, Volusia County, or any other government agency, arising from Operator's use of the Premises. Operator is also responsible for procuring

and maintaining a local business tax registration certificate from the City of Ormond Beach.

(g) **Hours of Operation.** Operator shall operate the Premises according to the following schedule: Monday through Friday 8:00 AM – 1:00 PM and 3:00 PM - 8:00 PM; Saturday 8:00 AM – 2:00 PM; Sunday (by appointment only) 8:00 AM – 2:00 PM. Substantial changes to hours of operation (excluding weather conditions) may be modified by Operator subject to review and approval of the Ormond Beach City Manager (or designee).

(h) **Marketing & Promotional Activities.** During the term of this Agreement, Operator shall be limited to the use of the name “Ormond Beach Tennis Center” for advertising and promotional purposes. Operator shall plainly advise in its advertising that the Ormond Beach Tennis Center is independently managed by Operator.

(i) **Maintenance and Repairs.**

(1) Operator shall be responsible for janitorial services and all routine maintenance of premises. Operator shall perform daily safety, maintenance, and cleaning checks of the grounds and building. Operator shall clean the restrooms on the days the facility is open and, at a minimum, weekly clean the clubhouse. The City will retain ownership of the Ormond Beach Tennis Center, and will be responsible for major internal/external repairs to the office building including electrical system, heating/air conditioning system, lighting and irrigation. Operator shall ensure, by regular upkeep, timely repairs and/or replacement, that all equipment needed to provide all proposed services for this tennis operation is available and in good working order, and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment. Operator is responsible for its own furnishings, inside and outside the building, and must keep such furnishings in good repair and aesthetically pleasing. Operator shall be responsible for any and all repairs (major or minor) caused by Operator or any customer of Operator.

(2) Operator shall be responsible for the daily, weekly and annual maintenance of the clay tennis courts in accordance with **Exhibit “A”**.

(3) In the event any portion or all of the premises become unavailable or unusable by Operator for its intended purposes, by reason of structural incapacity, irreparability, condemnation, or sale of the building, or damage, either party may terminate this agreement without penalty.

(j) **Utilities.** Operator shall be responsible for the payment of all utility charges related to that portion of the Tennis Center devoted to the operation of the tennis courts

and grounds. The City shall only be responsible for the utility charges related to the areas not included in the Tennis Center.

(k) Capital and Property Improvements.

(1) Any proposed Capital Improvements to the Tennis Center shall be approved by the Ormond Beach City Commission in accordance with applicable laws and the availability of funds. For purposes of this section, "Capital Improvements" are defined as any project(s) that exceed(s) \$25,000 in cost with an expected useful life of two (2) years or longer.

(2) Any and all property improvements that may be proposed by Operator shall be approved by the Ormond Beach City Manager (or designee), shall comply with local building and permitting requirements applicable to the Tennis Center, and shall become the property of the City upon the expiration or termination of this Agreement.

3. **Term.** The term of this Agreement shall be for three (3) years commencing on December 6, 2023 and ending December 5, 2026. This Agreement may be renewed for an additional three (3) year period at the sole discretion of the City.

4. **Consideration.** The undersigned parties do hereby mutually agree that ten dollars (\$10.00) and the covenants, conditions, promises, and representations herein contained constitute good and valuable consideration for entering into this Agreement.

5. **Termination of Agreement.**

(a) Termination Without Cause. The parties hereto reserve the right to terminate this Agreement without cause upon ninety (90) days written notice to the other party.

(b) Termination With Cause. The Ormond Beach City Manager, or designee, is authorized to closely monitor Operator's operation and use of the Premises and, in the event a factual determination is made by her that Operator has breached a material term or condition of this Agreement, she shall so notify Operator, in writing, specifically as to the manner and basis upon which said breach is predicated. If the City Manager determines that Operator is either unwilling or unable to remedy said breach by taking corrective action within five (5) business days, she may take such action thereon as deemed appropriate, including termination of the Agreement, and the return of the Premises to the City's control.

6. **Assignment.** This Agreement shall not be assignable.

7. **Complete Agreement.** This Agreement constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Zen Tennis, LLC
Trishna Patel, General Manager
1 Autumnwood Trail
Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.

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

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Operator shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.

13. **Attorney's Fees and Costs.** As a result of any action or proceeding regarding this Agreement, the prevailing party shall be entitled to recover a reasonable attorney's fee and all taxable costs, through and including any and all appeals, in addition to any damages which may be awarded.

14. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Operator are not materially affected, altered or impaired as a result of said judicial declaration.

15. **Effective Date.** This Agreement shall become effective on the date it is last executed by the respective parties.

16. **Provisions Relative to Risk Management.**

(a) **Indemnification and Hold Harmless.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Operator from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Operator in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

(b) **Payment on Behalf of City.** Operator 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 City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

(c) **Limitation of Remedy and Liability.** Operator and City 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.

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

(e) **General Insurance Requirements.** Operator shall purchase and maintain for the entire life of the Agreement, including time extensions, such insurance as will protect City from claims for damages insured by usual and unusual injury liability coverage and 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 Operator's operations.

(f) **Types of Insurance and Limits of Liability.**

- (1) 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

- (2) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance, and the City of Ormond Beach shall be named as an additional insured):

- 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 coverages outlined above may not be required if they do not relate to the Agreement, as may be determined at the sole discretion of City.

Commercial General Liability Coverage shall be written on an occurrence basis and the limits shall be no less than the following amounts:

Limits (not less than)
\$1 Million Each Occurrence
\$2 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations

- (3) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - 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 the limits shall be no less than:

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

(4) Requirements for Certificates of Insurance.

a. With the execution of the Agreement, Operator 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 actual notice be signed by an authorized representative of the insurer and given to City. Operator shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Agreement.

b. New certificates of insurance shall be provided to City at least fifteen (15) days prior to coverage renewals.

c. If requested by City, Operator shall furnish complete copies of Operator's insurance policies, forms and endorsements.

d. For Commercial General Liability coverage Operator shall, at the option of City provide an indication of the amount of claims payments 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 aggregate limit may be required by City for the given Agreement.

e. If Operator fails to obtain and maintain for the life of the Agreement the insurance required hereby or to replace any such expired or canceled policy, City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by City in payment of premiums for such insurance shall be promptly reimbursed to City by Operator.

(5) Policies of Insurance

a. 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, 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 similar nationally recognized rating authority, including Standard and Poors and Demotech.

b. For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.

c. All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.

d. City shall be named an Additional Insured on all General Liability and Automobile Liability policies of insurance and certificates thereof.

17. **Mandatory Record Keeping.** Operator is required to keep a daily record of all gross sales of services, products, court fees, membership fees, tournament fees, and any other sales or fees generated at the premises. Operator shall also keep a daily log of the number of users. Operator shall provide City with copies of the records at the end of each calendar year for its review. This reporting is a material requirement of this agreement and is for the purpose of determining the continued public benefit and viability of the tennis center.

18. **Compliance With Florida Public Records Law.** Operator 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 Operator 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 Operator or keep and maintain public records required by the City to perform the service. If the Operator transfers all public records to the City upon completion of the contract, the Operator shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Operator keeps and maintains public records upon the completion of the contract, the Operator 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 Operator to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Operator to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

19. **Waiver of Right to Jury Trial.** 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.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this ____ day of _____, 2023.

Witnesses:

CITY OF ORMOND BEACH

By: _____

BILL PARTINGTON

Mayor

Print Name: _____

By: _____

JOYCE SHANAHAN

City Manager

Print Name: _____

DATED this ____ day of _____, 2023.

Witnesses:

ZEN TENNIS, LLC

By: _____

TRISHNA PATEL

General Manager

Print Name: _____

Print Name: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Management and Operation of the Ormond Beach Tennis Center

RFP NUMBER: 2024-02

RFP OPENING DATE & TIME: 9/21/23 at 2:00 PM

RFP OPENING LOCATION: Training Room (breezeway) Ormond Beach City Hall

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: TRISHNA PATEL D/BA TENNIS LLC

PROPOSER'S MAILING ADDRESS: 1 AUTUMNWOOD TRAIL

CITY-STATE-ZIP: ORMOND BEACH, FL 32174

F.E.I.N.: 93-3407517

PHONE NUMBER: 917 362 2536

EMAIL: tplaystennis@gmail.com

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Trishna Patel
AUTHORIZED SIGNATURE (MANUAL)

TRISHNA PATEL
NAME (TYPED)

OWNER & GM
TITLE

9-20-2023
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS.

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be**

withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

- (a) Keep and maintain public records required by the City to perform the contracted service.
- (b) Upon request from the City Clerk, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon the completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City Clerk, in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Contractor to penalties under Chapter 119.10 and subject this Agreement to termination for cause by the City.

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)677-0311**

CITYCLERK@ORMONDBEACH.ORG

Or

www.ormondbeach.org/prr

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, 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.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**



I. INTRODUCTION

The Ormond Beach Tennis Center

The City of Ormond Beach is soliciting proposals from qualified tennis management firms or individuals for the management, promotion, operation, and maintenance of the Ormond Beach Tennis Center, located at 38 East Granada Boulevard, Ormond Beach, Florida. Ormond Beach is located on the Atlantic coast just north of Daytona Beach and approximately 65 miles northeast of Orlando, Florida.

The City of Ormond Beach desires proposals which will maximize the use of the Tennis Center while allowing continued use of the facility by existing groups. The City is interested in a tennis management contractor who can provide tennis instruction at all levels of participation, including private and group lessons, and junior programs.

The proposer shall demonstrate the ability to perform in this type of business and clearly articulate achievable plans for operation.

About The Ormond Beach Tennis Center:

The Ormond Beach Tennis Center is a public facility that lies adjacent to the MacDonald House, Historical Trust and The Casements (John D. Rockefeller's winter home). It is under the jurisdiction of the Leisure Services Department of the City of Ormond Beach, Florida.

II. DESCRIPTION OF TENNIS FACILITY

The Tennis Center contractor would be able to use 3 rooms within the City-owned MacDonald House as a pro shop, lounge area and office, along with shared public restrooms. There is a storage building behind the tennis courts to be used to store clay, court equipment, utility cart and other court-related supplies.

There is a large grassy area behind the tennis courts used for overflow parking for the Tennis Center, The Casements and at times special events.

There are eight, lighted clay tennis courts. Currently courts are designated for pay tennis use and reservations.

III. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The objective of this Request for Proposals (RFP) is to award a contractual agreement to the qualified firm or individual(s) who will accomplish the following:

- Optimize visitor participation to the Ormond Beach Tennis Center by providing quality facilities, tennis instruction, friendly service, and quality merchandise, at reasonable prices, thus resulting in the highest quality service possible.
- Acquire, and maintain any furnishings and equipment necessary to create an attractive and inviting facility;

- Display awareness of the demographics and special needs of the community in providing services.
- Assume operation within thirty days of the agreement being awarded

IV. Proposal Process

Proposal Items:

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. Business Plan

The operator of the Ormond Beach Tennis Center will be required to provide top-quality tennis opportunities and instruction at all levels of participation, including private, group lessons, and junior programs and any other tennis related services such as tennis merchandise, sales, racquet stringing, ball machine rental, etc.

Therefore, keeping in mind the demographics of the Ormond Beach patrons as well as the goals and requirements of the Leisure Services Department as set forth in this RFP, proposers are encouraged to offer creative and innovative ideas to provide for a quality tennis operation.

Accordingly, a Contractor is to provide detailed responses to the following:

- Describe your proposed services and fees, including court fees, private and group lessons, clinics, youth programs, rentals, merchandise, etc.;
- Estimate the revenue to be received by the City;
- Any operational subsidy required by the City;
- Other incidental expenses to be assumed by contractor (i.e. plant rental, copier rental, telephones, bottled water, etc.)
- Include staffing/management considerations; at a minimum, how many staff members/instructors will be required;
- Describe your customer service philosophy;
- Indicate your plans to market and advertise the Tennis operation to increase and maintain your customer base;
- Provide a specific plan to maintain and monitor customer satisfaction;
- Provide a detailed schedule of maintenance of the premises and courts.

2. Qualifications and Experience

Proposer must include a response to each of the following items in their written proposal:

- Describe in detail your clay court maintenance experience;
- Describe your experience in and knowledge of the tennis professional industry;
- Provide a minimum of three (3) references to contact to verify past performance;

3. Operation

The Contractor is required to include in their proposal their anticipated operations over the entire term. Be sure to include, at minimum, projected revenue, operating expenses,

fixed expenses, and any capital improvement expenses. Project this information for each year.

4. Capital Improvements

The City of Ormond Beach shall provide Capital Improvements to the Ormond Beach Tennis Center as they relate to the established master plan, if funds are available. Any other capital improvements needed by the Contractor would need to be placed in a formal request for approval by the City of Ormond Beach. However, any improvements that would enhance the public's enjoyment of the facility will be considered. Any capital improvements approved shall become the property of the City.

If proposing capital improvements, the Contractor shall include in their proposals, a timeline which details the design and construction aspects of proposed improvements, specific equipment, products or vendors to be used, and operating alternatives for continuing service during construction, if feasible. Permits and necessary requirements must conform to local City and State codes and ordinances.

Award of the contract shall not be deemed as approval of the proposed improvements, and all laws, including, but not limited to, those requiring environmental review of projects, must be complied with before the successful proposer will be permitted to make any capital improvements to the Tennis Center.

5. Equipment and Furnishings

The Contractor shall provide all necessary equipment and furnishings related to successfully operate the Tennis Center.

6. Hours of Operation

For this RFP, you may propose a variation of operating hours, keeping in mind service to the public as a priority. Final hours of operation will be negotiated with the selected Contractor and incorporated into the Agreement.

7. Standard Conditions for the Operation of the Tennis Center

The selected Contractor must be willing to enter into a written Agreement with the City which incorporates all terms and conditions set forth in this RFP, as well as all applicable provisions in the Department's Standard Conditions. The Contractor shall review said document in its entirety, acknowledging the definitions, duties, and ongoing requirements of the Contractor, along with the limited responsibilities of the Department.

8. Term

The term of the Agreement will be three (3) years and may be renewed for up to an additional three (3) years, at the sole discretion of the City.

9. Fees and Services

Prices are at the Contractor's discretion subject to approval by the City of Ormond Beach. All fee structures purposed should include a fee for a resident and a fee for a non-resident of the City of Ormond Beach. Describe your proposed services and fees, including court fees, private and group lessons, clinics, youth programs, rentals, merchandise, etc.;

10. Utilities

The Contractor shall pay for all utilities or services (trash, electricity, water, sewer, phone, internet, cable, satellite TV, etc.). Telephone numbers shall be placed in the name of the facility and shall not be transferable to any other location.

11. Maintenance

The Contractor will be responsible for janitorial services and all routine maintenance of courts and equipment and other routine internal and external cleaning and maintenance. The City of Ormond Beach will retain ownership of the Ormond Beach Tennis Center, and will be responsible for major internal/external repairs to the office building including, electrical system, heating/air conditioning system, and lighting and irrigation.

The operator shall also include an itemized monthly cleaning schedule that may be monitored by City staff.

Operator shall ensure, by regular upkeep and/or timely repairs, that all equipment needed to provide all proposed services for this Tennis operation is available and in good working order, and shall ensure that at no time will service be adversely affected by inoperable, damaged, substandard, and/or defective equipment.

A copy of the current clay court maintenance schedule is attached for informational purposes as **Exhibit B**.

I. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: rob.hart@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 21, 2023.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the

RFP 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: **Last Day for Questions is September 12, 2023 at 5:00 PM.**

Rob Hart
City of Ormond Beach
22 South Beach Street Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
rob.hart@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(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: You must submit one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Rob Hart, Purchasing Coordinator, at City Hall downstairs in Room 102, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

Evaluation Process and Criteria

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the proposer that meets the best interest of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and experience of proposer applicable to the tennis industry.	20 points
Proven performance and quality of current comparable operations.	20 points
Vision for Tennis Operation, including business plan and marketing.	10 points
Capital Improvements, if any; in terms of appropriateness, reflection of entrepreneurship, monetary value.	10 points
Reasonable, viable financial return to the City in the form of proposed rental terms and capital investment.	20 points
Financial viability to operate all aspects of the Tennis Operation as proposed, as supported by the Contractor financial statements, and other financial information.	20 points

100 points is maximum obtainable score

Responsive proposals will be ranked in each of the criteria above and assigned a point value according to rank. The Department may engage outside experts to compose a review panel. Interviews may be scheduled as needed.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.

- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to immediately terminate the applicable contract with no liability.

**City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>Aug 30, 2023</u>	<u>1-1</u>
<u>Sep 19, 2023</u>	<u>2-1</u>

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: TRISHNA PATEL DAYA TENNIS LLC

VENDOR/CONTRACTOR LICENSE NUMBER: 93 - 3407517

ADDRESS: 1 AUTUMNWOOD TRAIL
ORMOND BEACH, FL 32174

PHONE NO.: 917 362 2536 FAX NO.: _____

SUBMITTER'S NAME: TRISHNA PATEL
(Typed or Printed in Ink)

TITLE: OWNER & GM

AUTHORIZED SIGNATURE: I, T. Patel hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach

**Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**

CITY OF 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.

ZEN TENNIS, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

TRISHNA PATEL
NAME (PRINT OR TYPE)

OWNER & GM
TITLE

Sep 20, 2023
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

ZEN TENNIS LLC
COMPANY NAME

Trishna Patel
AUTHORIZED SIGNATURE

TRISHNA PATEL
NAME (PRINT OR TYPE)

City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center

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.

ZEN TENNIS LLC
COMPANY NAME
Trishna Patel
AUTHORIZED SIGNATURE
TRISHNA PATEL
NAME
OWNER
TITLE
Sep 20, 2023
DATE

EXHIBIT "A"

A. Payment and Performance Bonds

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

The Contractor, including service-related contractors, shall purchase and maintain for the entire life of the Project, including any and all approved time extensions, until its final acceptance by the City, such insurance as will protect the Contractor from claims under Workers' Compensation, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees; from claims insured by usual or unusual

injury liability coverage; from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Contractor's operations under the Contract Documents, whether such operations be by the Contractor, by any Subcontractor, or by anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. The Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the City, and may be reduced or eliminated at the sole discretion of the City. The Contractor is responsible for the amount of any deductible or self-insured retention.

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

following coverage (any deviation shall be noted on the Certificates of Insurance):

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

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

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

Limits (not less than)

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

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

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

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

\$1 Million Combined Single Limit for Bodily Injury

and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

- 1.** With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction

of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.

2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

EXHIBIT B
ORMOND BEACH TENNIS CENTER
CLAY COURT YEARLY MAINTENANCE

All 8 courts must be resurfaced entirely once per year. This is necessary to maintain a good playing condition throughout the year. This is normally done starting in May since the GVTL season is completed and other tournaments are coming up in June.

*One or two courts are resurfaced at a time. The following procedure should be used.

1. Scrape all loose clay off a dry court, remove and take to a roll off.
2. Clean areas that are cracked or broken with a regular broom and remove material. Clean around the edges of the court with a broom. Pull any weeds and put down round-up.
3. Fill in these areas with new clay, smooth and water to set up clay.
4. Check all lines. Remove worn tapes, remove old nails from clay and clean the area where the tape had been.
5. Put new clay in depressed areas where there is more play. Smooth and water by hand held hose.
6. Remove nets, scrape and paint net posts with black Rustoleum. Replace nets if needed.
7. Put new clay over entire court. This is usually done in two applications. Smooth clay with a ladder and water using a hand held hose with sprayer to keep the remainder of the court dry. Courts 1,3,6 & 8 only need one application since the clay from courts 2,4,5 & 7 move that direction. This is around 440 bags of clay at 80 pounds each.
8. Once banks of courts, i.e. 1 & 2, have new clay, water with the court system for 30 minutes, let it soak in and water again.
9. Drag the courts the next morning, if they dry down enough, roll with the large roller, both ways north and south, east and west.
10. Install new lines, using precise measurements. Use chalk line, stretch the lines slightly with stretcher, and nail chalk line side first with 2 and a half-inch nails. Do this with all lines that need to be replaced on these two courts. Come back and fill in the other side of the line. Cut off excess from lines. Nail corners in last and make sure there is no tension on the corners.
11. Install nets, trash receptacles and score keepers on the net post.

12. Water courts again, let dry, drag and roll. Do this until you feel comfortable to put players on these courts that don't move around much.
13. Keep higher-level players off these courts as long as possible. Continue to water and roll even as you start the next bank of courts.

**Proposal for
Management and Operation of the
ORMOND BEACH TENNIS CENTER
RFP #2024-02**



Submitted by:

Trishna Patel
USPTA: 70547
Zen Tennis, LLC
EIN: 93-3407517
1 Autumnwood Trail
Ormond Beach, Florida 32174
917.362.2536
tplaystennis@gmail.com

I Trishna Patel d/b/a Zen Tennis, LLC, propose to manage and operate the Ormond Beach Tennis Center (OBTC) on behalf of the City of Ormond Beach.

As the principal for Zen Tennis, my vision for OBTC stems from a **long history of service** to the tennis community, my **financial services background**, and a **desire to enhance the tennis environment** in Ormond Beach.

Zen Tennis meets the requirements for successful management and operation of OBTC, in that we have:

- **No conflict of interest** with any competing tennis facility or business
- **A strong local presence** with ties to the community, as well as local email subscriber lists with over 50 local families
- A commitment to make OBTC more accessible by **expanding OBTC operating hours** from 38 hours to **62 hours** per week, a significant expansion from the current schedule
- **A clear, long-term vision and executable plan** to make OBTC a financially viable enterprise and an asset to the City of Ormond Beach
- **A proven track record** in business management and tennis programming having served 17 years in financial services and risk management at Citi, followed by a building a successful, local tennis program in Ormond Beach
- Built and manage a large, local adult and junior following of over 100 clients which has already **translated to revenue and feet on the court** at OBTC
- **A team** of qualified tennis personnel and the **continued commitment of the current Facility Manager** ready to serve the needs of OBTC



1. BUSINESS PLAN

Vision Statement

We at Zen Tennis are pleased to present our **vision and stewardship for OBTC** and excited for the opportunity to operate the facility. The potential is tremendous. Our plan will revitalize and energize OBTC, making it a **destination choice** for tennis players of **all ages**.

My tennis relationships with adult clients, local high schools, and kids, as well as my family, have given me **deep roots** in this area. I am thrilled for the opportunity to use my skills and experience to take this plan to fruition.



Ormond Beach Tennis Center – August 2023

OBTC is unique. Its location near the beach and historic context makes it special. Our goal is to transform what is currently an under-utilized facility into a **vibrant community hub** with **expanded, consistent, high-quality services** for junior and adult players. While **tennis** is the focus, OBTC will also be a welcoming haven for people to gather and watch matches, with **events** that draw in the non-tennis playing Ormond Beach community.

Highlights of our plan include:

- **broadening** programs for adults and juniors with expanded hours
- **increasing** membership by offering a range of membership options
- **investing** in immediate and future capital improvements



With Zen Tennis programs already **active and profitable** at OBTC since **August 1, 2023**, we are a **seamless match** to manage and operate the facility, while being well-positioned to serve the City of Ormond Beach.

Proposed Services and Fees

To follow is a discussion of proposed services and areas for revenue. **Appendix A** contains a detailed **Table of Proposed Fees**.

Resident and Non-Resident Memberships > Based on our knowledge, OBTC currently has a modest 30-35 paying members. While membership appears to have decreased over the past three years (2021, 2022, YTD 2023), we believe that with marketing and exposure, it could increase steadily over time.

Membership rates at OBTC have consistently been insufficient to adequately support the facility in the past. Our proposed membership fees represent a modest increase to current rates and are in line with tennis clubs in Ormond Beach and surrounding areas (*see Appendix A*).

We see potential for **membership increases**, based on a variety of factors, including but not limited to:

- our marketing plan (*see “Marketing Strategy” subsection below*) and
- our current, active client network of over 100 adults and juniors, **none of who are currently members of OBTC** (*see “2. Qualifications and Experience” section*)

Ormond Beach has a thriving tennis community, with three other clubs in the immediate area and OBTC is perfectly suited to fill the gap left by uncertainty at other facilities and draw a much larger membership than its current roster.

In addition to our commitment to enhancing the tennis experience at OBTC, we are dedicated to **fostering collaboration** with other tennis clubs in Volusia County. By working together, we can raise the level of play, expand access to quality coaching, and promote a sense of unity among tennis players in the local community.

Clinics (Cardio Tennis/Live Ball/Ball Machine) > These types of clinics are open to all skill levels and extremely popular with recreational players. At this time, other than our program, only one teaching pro offers clinics at OBTC, and they are limited. It would benefit the facility and members to schedule multiple clinics with a variety of qualified pros, during both day and evening hours. Clinics will generate revenue for the facility through:

- court fees paid by the teaching pros
- creating cross sell opportunities for pro shop sales and private lessons
- potential new memberships



Ormond Beach Tennis Center – September 2023

Adult and Junior Tennis Lessons.

I am a USPTA certified, experienced coach, committed to personally offering private lessons and group lessons at OBTC. I currently have clients working with me at OBTC who are committed to my program. I also have a waitlist with a pipeline of business that can be delegated to a team of teaching pros. Private lessons generate revenue for the facility through:

- court fees paid by teaching pros
- exposing new players to the facility
- marketing opportunities to increase visibility



Ormond Beach Tennis Center – August 2023

Leagues. League teams, including GVTL and USTA, are an important element for a Volusia County tennis facility. Teams generate energy and interest in the club, as well as exposing non-members to the facility. Team practices and matches offer opportunities for the community to support their teams. We have existing clients, with captains already forming USTA and GVTL teams that we would bring to OBTC. Leagues generate revenue for the facility through:

- participation fees
- creating opportunities for potential new memberships
- merchandise sales at the facility

Tournaments. We propose offering a minimum of four UTR-sanctioned tournaments per year for players of all ages. Tournaments are a particularly under-utilized source of revenue for OBTC and offer dedicated players an important opportunity to learn through competition. Tournaments generate revenue for the facility through:

- entry fees
- reservations of practice courts
- merchandise sales

Youth Programs. Specialized programs for juniors are crucial. Kids make a difference! We have and will continue to run Trailblazers Tennis, a youth program for ages 5-18 years. This is a strong, existing program that has already moved to and is in place at OBTC as of August 21, 2023, bringing a vibrant energy in the afternoon to evening hours for the facility. Youth programs generate revenue for the facility through:

- court fees
- pro shop sales
- increase facility visibility



A few of the Trailblazers

Open Court Rentals. Guests, especially visitors, can rent courts on an hourly basis.

Ball Machine Rentals. Members and guests can rent the ball machine on an hourly basis for self-play or in small groups.

Merchandise / Pro Shop. We will take advantage of underused space in the OBTC building, and offer essential tennis merchandise, including snacks and drinks for purchase. Details to improve the pro shop offerings will be developed over time, and in accordance with the results of a survey that gathers feedback from members and players at the facility. Here is a table of expected items with **high profit margins** OBTC would offer as soon as possible:

Item	Approximate Cost	Avg. Selling Price
Rackets	\$100	\$225
Balls (can)	\$2	\$4
String Replacement	\$15	\$35
Tennis Shoes	\$60	\$100
Tennis shirts/shorts/skirts	\$30	\$60
Tennis Bags	\$40	\$80
Overgrips	\$5 for 3	\$10 for 3
Tennis Hats/Caps	\$10	\$20
Wristbands and Headbands	\$5	\$10
Vibration Dampeners	\$1	\$3
Soda	\$0.50	\$1.50
Water	\$0.30	\$1
Coffee	\$0.70	\$2
Snacks (chips, bars, etc.)	\$0.50	\$1.50

Through a higher level of service via memberships, clinics, lessons, leagues, tournaments, youth development, court rentals, ball machine rentals, and merchandise sales, OBTC will **increase revenue and standing in the Ormond Beach community.**

Marketing Strategy

To **promote** OBTC, we will employ a **creative strategy** with **cost efficiency** in mind. We currently do all our own marketing and have **substantial experience and success** in this area. We will do the following for OBTC:

- **Grand Opening.** Host a high energy Grand Opening event for **all members of the community**. This event will feature music, food, entertainment, and of course, tennis. We will market the event through our email lists, social media, our current client-base, word-of-mouth, and in collaboration with other clubs. You are invited!
- **Social Media.** Use social media platforms (**Facebook, Instagram**) to promote the facility and events. OBTC currently has no social media presence. We would regularly post creative content, including photos and videos of players with permission, upcoming events, and highlights from leagues and tournaments, and actively execute a plan to develop a strong following that translates to club activity *in real life*. We have developed modest, successful social media strategies for **Trailblazers Tennis** and **Seabreeze Tennis** on Facebook and Instagram. 
- **Influencer and Ambassador Campaigns.** Collaborate with **local influencers, coaches, and players** with a significant following to promote the facility. We have strong connections to the tennis community and these **influencers** can share their positive experiences, recommend the facility to their audience, and even participate in events.
- **Email Marketing.** Add to an already robust **email subscriber list** supplemented by our own contact **database**, to promote OBTC. We will send out a **monthly newsletter** with information about upcoming programs, special events, and exclusive offers.
- **Banners and Signage.** If budget allows, place banners, custom feather flags and signage advertising OBTC programs in high-traffic areas, as permitted by the city to engage walk-in traffic. 
- **Local Partnerships.** Forge partnerships with local businesses, including hotels, to sponsor events at OBTC. If permissible, for a fee or donation, businesses can receive acknowledgement for their support on **banners**. I have experience forging these local partnerships in my role as **Seabreeze High School** tennis coach.
- **Promotional Offers.** Create **time-limited promotional offers** to entice potential players to try out the facility. Examples include discounted court rentals for first-time visitors, reduced rates for group bookings, or package deals on lessons and court rentals. Use these offers to incentivize newcomers to become regular players.
- **Membership Drives.** Organize **membership drives** to encourage frequent players to sign up for memberships. Host special membership drive events, like **open-house days**, where prospective members can experience the facility's amenities and participate in events.

- **Referral Program.** Implement a **referral program** to encourage current members to bring in new players. We will offer incentives, such as a free lesson or ball machine rental, to both the referrer and the referee, motivating them to spread the word about the facility.
- **Community Events and Tournaments.** Host community events and open tournaments to showcase OBTC's unique environment. We will involve local businesses as sponsors to **strengthen community ties** and attract a **diverse audience**. Whether members or tennis players or not, we want the community to feel **welcome** at the facility.



The marketing strategy is **cost-conscious**, relying significantly on free or low-cost resources. Zen Tennis covers all marketing costs and labor.

Staffing/Management Considerations

In our commitment to continuity, the current Facility Manager will stay on under the management of Zen Tennis. Her familiarity with the operations, experience, and rapport with the members makes her an invaluable asset to the seamless transition we envision.

Recognizing the **need for expanded operating hours**, we have incorporated provisions in our financial projections to accommodate an enhanced staffing schedule. Moreover, Zen Tennis recognizes the potential for a **higher level of service**, hence, we intend to bring on board two additional highly qualified tennis professionals.

Monitor and Maintain Customer Satisfaction

One of the cornerstones of a successful tennis facility is the experience it offers to its users, both on and off the court. We want to establish a system that ensures **transparency** and **accountability** to the City of Ormond Beach. To this end, in addition to services discussed in other areas, we would implement the following during the first year of operation:

- **Streamlined registration.** Recognizing the importance of first impressions, we will ensure that the registration process for events, lessons, and other offerings is straightforward and hassle-free. Additionally, our systems will retain user information safely, making future registrations more efficient.
- **Feedback mechanism.** To continuously monitor and improve our offerings, we will incorporate a feedback mechanism within our systems and sites. This will allow customers to provide reviews and suggestions.

Operational Subsidy by City

To be awarded the opportunity to revitalize OBTC with the vision we have presented, we require **ZERO SUBSIDY** by the City of Ormond Beach for the duration of the contract. We believe our strong vision, financial plan and tennis background, and proven community ties will serve us well in creating an asset for the City of Ormond Beach.



This would be an improvement over the last 3 years, as the City of Ormond Beach has expended over \$18k in subsidies to operators managing the facility, though OBTC remains far under capacity.

Further, when the contract is awarded, **Zen tennis will supply all facility maintenance equipment** not currently owned by the City of Ormond (*see Section 5. Equipment and Furnishings*).

Sustainability



As part of our commitment to sustainability, we will explore eco-friendly practices, such as energy-efficient LED lighting and water conservation measures as part of a longer-term OBTC master plan for **future capital improvements**. If the facility meets targets and budget allows, it may expand to develop additional sustainability measures.

Some other areas where we may improve sustainability policies in the future are by:

- **Energy and water** conservation measures
- **Recycling** old tennis balls by partnering with an organization that repurposes them
- Selling **sustainable merchandise** by sourcing with eco-friendly companies
- Using **local catering** for events and food sales
- Using **eco-friendly maintenance and landscaping** products and practices

Customer Service Philosophy

Our commitment to customer service hinges on excellence beyond the courts. Every interaction at OBTC is an opportunity to **serve, engage, and inspire**. The customer service philosophy is grounded in accessibility, responsiveness, and a genuine desire to enrich the lives of our members. OBTC will maintain a welcoming environment where players of all ages and abilities feel valued and supported.

2. QUALIFICATIONS AND EXPERIENCE

I have been a tennis player and professional for over 30 years, including seven years serving Ormond Beach adult and junior players. For 17 years prior to that, I lived and worked in New York City as a finance professional, specializing in areas including **New Product Development**, and leaving my career there as Senior Vice President of **Risk Management** at Citi. Of note, it is these two areas that stand out as particularly significant in the context of this proposal. Developing new products and managing risk at a multinational financial services firm have given me a unique perspective, with a balance of **creativity** and **caution** that I believe will serve OBTC well.

I moved to Ormond Beach for a different lifestyle, seeking a community with a balanced, affordable environment, where I was fortunate enough to find a strong tennis community which I now **serve** in the capacity of a leading tennis professional. Ormond Beach is where I **reside** and am committed to raising my family.



Trishna Patel, Zen Tennis LLC

I am a USPTA Certified & Insured Professional, a USTA Net Generation verified coach, and a Certified Cardio Tennis instructor. In 2022-2023, I was

awarded **Region 4 Pro of the Year by USPTA Florida** and was inducted into **Brown University's Athletic Hall of Fame**. Please see Appendix C for details of my tennis history and accomplishments.

Community Ties

In 2017, I started **Trailblazers** with four students. Today I offer junior classes to over 50 local families. In 2021, I also accepted the position of Head Boys and Girls Tennis Coach at **Seabreeze High School**. In 2023, in only my second season at Seabreeze, I took the entire boys' team and top two girls to the Florida State Championships.



Trailblazers Tennis already trains students and players from Seabreeze High School, Mainland High School, Father Lopez, Temple Beth El, St. Barnabas, Pine Trails, Riverbend & Tomoka, OBMS and Hinson. At OBTC with additional marketing, it will add players from Children's Academy/St. James, St. Brendan's, and Beachside Elementary.

Facilities Management

My experience in clay courts is solid. I have played on and maintained clay courts for my entire career, acquiring comprehensive knowledge in the specialized care required for clay courts. I understand the nuances of clay surface maintenance, including proper watering, rolling, brushing, and repairing minor damages. Beyond my experience and skills, I take great pride in the aesthetic appearance of tennis courts under my care. With the **added support of the current Facility Manager, who will stay on under the management of Zen Tennis**, I strongly desire that OBTC become a **destination facility** for tennis enthusiasts beyond Ormond Beach.

Business Management

A succinct summary of my business management experience outside of the tennis industry is as follows:

- **Dedicated** 17-years to a career in financial services at Citi, based in New York City (1998-2015)
- **Managed** a team of professionals to evaluate the businesses of companies in many sectors including financial services, consumer companies, small trading companies, and auto companies including Harley Davidson
- **Analyzed** clients' businesses, completed due diligence, and recommended strategies for revenue diversification, operational optimization, cost savings, and marketing plans
- **Managed** department projects that required the cooperation of the entire team
- **Interviewed** and recruited team members for the New Products and Risk Management division

In the larger picture, being a **minority and a woman** has shaped my vision and experience, giving me a strong desire to create an inclusive environment where people of all backgrounds can come together, for the sport of tennis. Tennis changed my life. Moreover, the people who helped me find tennis along the way changed my life, and I would like to be a part of that positive cycle.

Refer to Appendix C for detailed resumes.

References

Name	Title/Position	Organization/Location
Lesa F Kennedy 386-852-0618	CEO	International Speedway Corporation, Daytona Beach, FL
Yael Heller 646-279-3829	Director Risk Management	Morgan Stanley, NY, NY
Michelle Brown 386-931-5896	USPTA Pro, Director of Tennis	Plantation Bay, FL
Vincent Abbaleo 386-290-5538	USPTA Pro	Wake Forest, NC Tennis Camp Counselor

3. OPERATION

A discussion of anticipated operations is below. Please refer to **Appendix B** for detailed Financial Projections.

Aspect	Details and Projections	Percentage of Revenue Contribution
Expanded Hours of Operation	OBTC will operate for 62 hours weekly, up from the current 38 hours, facilitating more revenue opportunities.	—
Adding Memberships	Starting from 30-35 members, a modest 10% annual increase is projected. As well, with the probable sale of the Trails Racquet Club, OBTC is positioned gain more members. Zen Tennis will implement significant marketing strategies to ensure growth.	40%
Court Rentals	Zen Tennis began operations for both adults and juniors on August 1, 2023. They expect revenues from Trailblazers and other junior programs to range from \$450-\$600 per week. Additional pros on staff will further contribute to this revenue.	46%
Other Revenue Streams	The marketing of expanded programs, ball machine rentals, and longer operating hours are projected to enhance the facility's revenue.	14%

Zen Tennis projects the following expenses for OBTC:

Expense Category	Description/Justification	Percentage of Overall Expenses
Wages	Critical to OBTC's success and goal of accessibility for residents.	59%
Maintenance	Required for maintaining courts in great condition.	19%
Utilities	Supports expanded hours, evening programming, and night play for clinics/leagues.	17%
Inventory & Marketing	Initial expenses for stocking the pro shop and marketing OBTC. Budget expected to increase upon a successful year.	7%

We request **zero city subsidy** and project we can achieve a **balanced budget**.

Financial Projections

Financial projections include initial setup costs, operating expenses, revenue forecasts using the **projected and actual historical information** provided to all bidders as a **starting point**.

History is a great teacher. Upon **analyzing the 2020 winning bid and sales information provided**, we believe there was never a clear plan to revitalize the engagement at OBTC. Zen Tennis is seeking the **opportunity to take over stewardship of OBTC and rewrite the story** from a financial and social perspective because we believe OBTC can become a bright asset for the City of Ormond Beach.

The table below provides a financial snapshot of the current operations of OBTC.

Historical Analysis - Snapshot

Projected (P) Per Plan	2021 (P)		2022 (P)		2023 (P)	
Membership Dues	\$	24,000	\$	25,920	8%	\$ 27,994 8%
Other Revenue	\$	57,000	\$	54,600	-4%	\$ 52,488 -4%
Total Revenue	\$	81,000	\$	80,520	-1%	\$ 80,482 0%

Actual (A) Observed	2021 (A)		2022 (A)		YTD (A) 7/2023	
Membership Dues	\$	29,911	\$	20,700	-31%	\$ 12,541 4%
Other Revenue	\$	30,898	\$	21,194	-31%	\$ 9,186 -26%
Total Revenue	\$	60,809	\$	41,894	-31%	\$ 21,727 -11%

Deficit from Plan*	2021		2022		2023	
Membership Dues	\$	5,911	\$	(5,220)	\$	(6,495.14)
Other Revenue	\$	(26,102)	\$	(33,406)	\$	(36,740.57)
Total Revenue	\$	(20,191)	\$	(38,626)	\$	(43,235.71)

* 2023 Actual figures are annualized for comparative purposes.

Please note that the financial information provided to prospective bidders has not been audited, and Zen Tennis is not responsible for the authenticity or reliability of the financial information provided to all prospective bidders.

Appendix B contains our **detailed Profit & Loss, Revenues and Cost projections**. Our financial model incorporates:

- all information provided to prospective bidders,
- knowledge and experience of being in the tennis industry and,
- our own proprietary financial model findings based on local market research and competitive analysis.

Zen Tennis expects to generate **annual revenue of \$90k - \$107k by increasing** and/or adding:

- Memberships by 10% annually
- Court rental fees by adding more programming and teaching pros
- Ball Machine rental fees
- Special Events
- Pro shop sales by adding a carefully curated offering of tennis equipment and apparel

The above revenues are expected to **fully support the projected annual operating costs** of OBTC ranging from **\$85k - \$92k**. The main costs for effective management of the tennis center are:

- Wages paid to the current Facility Manager and other well-trained staff
- All Utilities including maintenance and insurance

Aug 2023 - 2027

OBTC Summary Projected P&L

		Year 1		Year 2		Year 3
Projected Revenue	\$	92,441	\$	99,780	\$	106,978
Projected Costs	\$	(85,888)	\$	(88,465)	\$	(91,119)
CITY SUBSIDY		ZERO		ZERO		ZERO
Profit from last period	\$	-	\$	6,553	\$	17,868
Projected P / (L)	\$	6,553	\$	17,868	\$	33,728

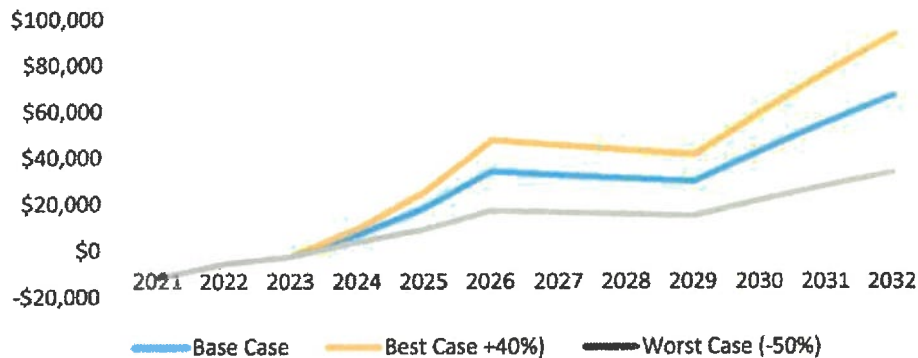
Zen Tennis expects to run a financially viable facility in 3 years generating a **PROFIT of \$6k in the first year of operation and increasing to \$34k in year 3.**

If financial targets are hit earlier than expected, it will enable Zen Tennis to further invest in OBTC's success by implementing larger marketing campaigns and potential capital improvements per Section 4 below.

The 9-year potential P&L is shown below assuming targets are met given our plans to revitalize the facility. Zen Tennis believes it well-positioned to take OBTC into the next phase of success.

OBTC P&L 9-Yr Projection

*Potential reinvestment of % profits for capital improvement in
2027-2029



In summary, Zen Tennis requests **ZERO CITY SUBSIDY** while generating sufficient revenue to cover all operating costs of the tennis facility with the long-term goal of making OBTC and asset for the City of Ormond Beach.

4. CAPITAL IMPROVEMENTS

If awarded the contract, Zen Tennis, will supply or replace any maintenance / tennis equipment. We have identified and sourced necessary items locally and are immediately available for OBTC to offer a seamless transition. **Please refer to Section 5. Equipment and Furnishings and Section 11. Maintenance** for further details.

We suggest creating an OBTC Master Plan for Future Capital Improvements capturing the ideas noted below. Such a plan creates consensus (operator, city, community), accountability and a funding schedule for future short-term and long-term projects related to OBTC.

Based on our general knowledge and experience in this area and budget allowing the following capital improvements are priorities to make the facility more operationally efficient. They have been categorized into a **Short Term/Immediate** and **Future** phases.

Short Term/Immediate Capital Improvements

- **Improved pro shop** > Using the existing space available, offer a reasonably stocked pro shop would offer players convenience and additional revenue for OBTC.
- **A point-of-sale system for tracking sales, traffic, and memberships** > The facility needs a modern reservation system and software to streamline operations and offer transparency and accountability and also to allow Ormond Beach area visitors greater planning ability. We would take bids for a tennis club management software and point of sale system such as CourtReserve, EZFacility, Playbypoint etc. to streamline operations.
- **Improved website and social media platforms** > Keep website and social media platforms updated with information and testimonials.

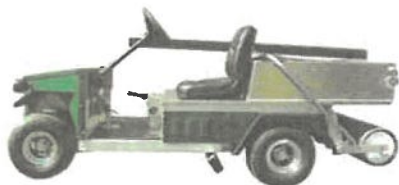
Though **not priorities**, the following are included in this plan for **when resources become available**.

Future Capital Improvements

Project/Improvement	Description/Justification	Additional Notes
LED Court Lights	Necessary for extended night play, saves on utilities, and supports environmental sustainability.	Exploring potential USTA Grants.
Shaded Hut/Sun Shelter	Provides relief during summer and extends playing hours, potentially increasing revenue through additional court reservations.	Common in both private and public tennis facilities.
Water-misting Stations	Addresses high temperatures, potentially the only local tennis facility to have them, increasing revenue by extending play during summer.	Some systems are affordable and easy to implement.
Tennis Building	A facility with bathroom and showering capabilities, attracting new and working customers, and adding member value.	Explore sustainable options
Pickleball	A fast-rising sport. Although Volusia County has many pickleball courts, there is always potential for OBTC to benefit from establishing four more, subject to receiving approvals.	Focus is on enhancing tennis offerings at OBTC due to success and size of Pictona.

5. EQUIPMENT AND FURNISHINGS

Zen Tennis will supply **all necessary equipment and furnishings** related to successfully operate the facility.



Representative image - ServAce Alloy Roller Tennis Utility Cart

Upon award of this contract, **Zen Tennis will supply all facility maintenance equipment not currently owned by the City of Ormond**. We have secured a local vendor for these items and will initiate the purchase or necessary items upon the award of the contract to ensure a seamless transition.

For a clay court facility to operate **efficiently and cost effectively**, the facility requires specialized equipment for proper care of the courts. For illustrative purposes, below is a list of items that can enhance the overall appearance of the facility.

Equipment	Cost
Club car with roller and drag brush (used or new)	\$17,000 - \$22,000
54" Truflow Tow Spreader	\$4,500
4' Tow Scarifier	\$1,300
Har-Tru Gator TOW Rake Pro 72" (alternative to tow scarifier)	\$750
2 Line Masters	\$700
1 Line Scrub	\$100
30" & 48" Inch Lute / Scarifier	\$200
Agitator 24" Hand Model Rake	\$200
Total covered by Zen Tennis	\$24,750 - \$29,750

6. HOURS OF OPERATION

Zen Tennis will **expand the current hours of operation** to accommodate for more play, team development, junior programs, and community events. We want to create as much of an **open-door policy** as is feasible. People want to play! To best serve residents and visitors, OBTC hours would be expanded to seven days a week, during the following hours, barring inclement weather:

Monday through Friday 8am – 1pm, 3pm – 8pm
Saturday 8am – 2pm
Sunday 8am – 2pm (by reservation)



We propose to **expand the hours of operations to 62 hours a week** from the current 38 hours a week. This significantly increases the opportunity to provide a higher level of service to Ormond Beach residents and visitors and simultaneously generate sales. The facility would also be open **extended hours for events and tournaments**, which can run from early morning through evening on weekends and weekdays.

Currently, OBTC advertises it operates a total of 38 hours a week and over the past several years, there have been complaints by players that the facility has been **closed during stated hours of operation**.

It is important to the community that these **municipal courts are open for use**. Holiday hours will vary, but OBTC will adhere to closing during **major holidays**, except in the case of scheduled events. OBTC will be closed on Christmas Day, New Year's Day, Thanksgiving Day, and Easter Sunday.

7. STANDARD CONDITIONS FOR THE OPERATION OF OBTC

Zen Tennis LLC is willing to enter into a written agreement with the City of Ormond Beach as it pertains to the management and operation of OBTC.

8. TERM

The term of the agreement will be **three years** and may be renewed at the discretion of the City of Ormond Beach.

9. FEES AND SERVICES

The fee structure we propose is provided in **Appendix A**. This is based on a combination of **market research and experience**, and it is subject to change with market conditions. The proposed fees are in line with surrounding area facilities, providing a **fair representation** of where the current market is for such offerings.

The current website for OBTC does not provide information regarding memberships and private lessons. For comparative purposes, we have used information from the 2020 winning bid, and any handouts Zen Tennis could find.

10. UTILITIES

Zen Tennis will pay for utilities, specifically: water, wi-fi, and electricity.

11. MAINTENANCE

We propose to continue the **current cleaning and maintenance schedule as provided in the RFP Exhibit B**, including ensuring the proposed services of the OBTC remain **uninterrupted** and all equipment is in good working order.

All eight courts will be **entirely resurfaced** once per year to maintain good playing conditions throughout the year. This is normally done starting in May, after the GVTL season is completed and before tournaments come up in June.

Task	Frequency	Timeframe
Sweeping courts	Daily and as needed	Every day
Resurfacing all eight courts	Yearly	May
Grounds maintenance	Every two weeks	Throughout the year
Comprehensive inspection and assessment of the entire facility, including all grounds and courts	Yearly	Year-end or specified

12. CONFLICT OF INTEREST STATEMENT

We have **no conflicts of interest** with the City of Ormond Beach. We will be the dedicated **manager and operator** of OBTC, with the goal of increasing memberships and community engagement, including investing a significant capital investment. We **hope** to see you at the **Grand Opening!**

13. APPENDICES

Appendix A: Table of Fees and Services

Appendix B: Financial Projections

Appendix C: Resumes

Appendix D: Letters of Support

APPENDIX A – Table of Fees and Services

OBTG Operating Hours:	Total of 62 hours	
Mon - Fri	8am - 1pm	3pm - 8pm
Sat	8am - 2pm	
Sun (by appt only)	8am - 2pm	

Monthly Adult Membership	\$	85.00	
Monthly Couples Membership	\$	140.00	
Monthly Family Membership	\$	200.00	
Monthly Off Peak Membership	\$	50.00	
6 month UPFRONT Discount		15%	Addtl discount if pay 6 months of membership upfront
Annual UPFRONT Discount		15%	Addtl discount if pay 12 months of membership upfront
Senior / Veteran / Teacher Discount		15%	Addtl discount for Seniors, Veterans, Teachers
Non Resident Markup		20%	Rates are 20% higher for non-residents

	Monthly	6 mos UPFRONT	12 mos UPFRONT
Resident Senior Membership	\$ 72.25	\$ 368.48	\$ 736.95
Non-Resident Senior Membership	\$ 86.70	\$ 442.17	\$ 884.34
Resident Adult Membership	\$ 85.00	\$ 433.50	\$ 867.00
Non-Resident Adult Membership	\$ 102.00	\$ 520.20	\$ 1,040.40
Resident Couples Membership	\$ 140.00	\$ 714.00	\$ 1,428.00
Non-Resident Couple Membership	\$ 168.00	\$ 856.80	\$ 1,713.60
Resident Family Membership	\$ 200.00	\$ 1,020.00	\$ 2,040.00
Non-Resident Family Membership	\$ 240.00	\$ 1,224.00	\$ 2,448.00

	Non-Member	Member Rate	Member Discount
Head Pro Private Lesson (hr)	\$ 90.00	\$ 80.00	-11%
Staff Pro Private Lesson (hr)	\$ 80.00	\$ 70.00	-13%
Junior Pro Private Lesson (hr)	\$ 70.00	\$ 60.00	-14%
Clinics/Live Ball/Cardio (1.5hr)	\$ 30.00	\$ 25.00	-17%
Ball Machine (hr)	\$ 25.00	\$ 20.00	-20%
Daily Guest Fee (per match)	\$ 20.00	NA	
Hourly Court Rental Fee	\$ 50.00	NA	

Monthly Program Fees:	Non-Member	Member Rate	Discount
Trailblazers Juniors (1hr)	\$ 175.00	\$ 157.50	10%
Trailblazers Juniors (1.5hr)	\$ 225.00	\$ 202.50	10%

*Prices are INCLUSIVE of FL State tax.

*Annual Members receive discounted adult club programming with pro and free match arranging and social Daily Doubles.

*Member discounts on Junior Program with Annual Family Memberships only.

Appendix B – Financial Projections for OBTC

OBTC Summary Projected P&L

		Year 1		Year 2		Year 3
Projected Revenue	\$	92,441	\$	99,780	\$	106,978
Projected Costs	\$	(85,888)	\$	(88,465)	\$	(91,119)
CITY SUBSIDY		ZERO		ZERO		ZERO
Profit from last period	\$	-	\$	6,553	\$	17,868
Projected P / (L)	\$	6,553	\$	17,868	\$	33,728

OBTC PROJECTED COSTS

		Growth Year 1		Year 2		Year 3
Wages	\$	50,688	\$	52,209	\$	53,775
Maintenance	\$	16,200	\$	16,686	\$	17,187
Utilities*	\$	15,000	\$	15,450	\$	15,914
Inventory / Equip	\$	1,600	\$	1,648	\$	1,697
Marketing	\$	2,400	\$	2,472	\$	2,546
TOTAL	\$	85,888	\$	88,465	\$	91,119

Y on Y growth assumed at 3%

* includes Insurance

OBTC PROJECTED REVENUE

		Growth Year 1		Year 2		Year 3
Memberships	\$	36,947	\$	41,380	\$	46,346
Court Rental	\$	42,094	\$	42,936	\$	43,795
Ball Machine Rental	\$	6,480	\$	6,934	\$	7,419
Non-Member Guest Fees	\$	4,400	\$	4,708	\$	5,038
Pro Shop Sales	\$	2,520	\$	2,822	\$	3,161
Events	\$	-	\$	1,000	\$	1,220
Total Revenue	\$	92,441	\$	99,780	\$	106,978

Based on AVERAGE of BEST, BASE & WORST CASE REVENUE SCENARIOS.

Y on Y increase/growth assumed at 2%

EVENTS are a new category.

Appendix C - Resumes

Tiehina Patel
1 Audubon Trail, Ormond Beach 32174 917.362.2536 (m)
email: tpatstennis@gmail.com

EDUCATION

BROWN UNIVERSITY Providence, Rhode Island Bachelor of Arts in Business Economics May 1996
Division 1 Tennis Player: 1994-1996, Position 1 Singles and Doubles
(please refer to "Tennis Bio" for details on my tennis background)

Seabreeze High School, Head Coach for Boys & Girls Tennis Ormond Beach, FL June 2021 - Present

- Coached the Boys and Girls Tennis team to FL State Championships in 2023, in only my second season after taking over the coaching responsibilities.
- Boys team ended top 8 (quarterfinals) in the State in 2023.
- Top Girls singles and doubles players finished top 8 (quarterfinals) in 2023.
- Girls and Boys earned District Champions in 2023.
- Boys took Regional Championships and Girls were Regional Runner Up in 2023.
- Organized fundraising events off campus to start a Tennis Fund to add tennis-specific training equipment in effort to build a lasting tennis program.

Trials Racquet Club & Oceanville Country Club Ormond Beach, FL June 2018 - Present

- Created programming and content for Cardio Tennis classes and adult clinics for GVTL and USTA league players and as a result attracted new members to the Trials Racquet Club and also attracted more league players from the Palm Coast / Flagler beach areas to the adult clinics.
- Conducted market research and competitive analysis before launching my own TrailBlazers Tennis program in September 2017, focused on offering tennis education to young athletes (flyer can be provided upon request)
- Prepared lesson plans and supervised camp counselors for Summer, Winter and Easter break tennis camps
- Regularly assist as a monitor for red ball and orange ball tournaments
- Conducted a series of adult singles and doubles clinics as a guest professional at community tennis parks in Charlotte
- USPTA & Cardio Tennis certified

Chigroup New York, NY

Director, Franchise Risk Architecture ("FRA") July 2013 - October 2014

- Provided overall coordination for governance issues for several workstreams feeding into Citi's 2013 and 2014 CCAR/DFAST regulatory submissions
- Reviewed and coordinated the stress testing production timelines and documentation of the stress methodologies used of Wholesale Loans, AFS Securities and Structured Products business lines.
- Created a database to effectively compare and analyze trends in macroeconomic scenarios (~600 variables including GDP, Unemployment, Housing Prices, Equity prices, Spread sheets, Commodities etc.)

Senior Vice President, Financial Institutions Risk Management ("FIRM") June 2006 - July 2013

- Covered several industries since June 2006: Corporates, Risk Convergence, Special Purpose Vehicles and CLO/CMOs, Real Money Asset Managers, Pension Funds, Private Equity and Fund of Hedge Funds.
- From 2006-2007 analyzed small commodity trading corporates who engaged in commodity hedging transactions via futures and large corporates who engaged in large interest rate derivatives hedges in combination with financing transactions.
- Established a monthly newsletter and created all content to share best practices within the organization, recognize individuals for outstanding performance.

Vice President, Americas Coordinator for New Products Approval Committee ("NPAC") April 2003 - June 2006

NPAC is mandated to approve complex structured finance transactions and ensure that all risks are identified, evaluated and are transparent to the Committee as well as to the client. NPAC is in a unique position to relay the Firm's risk appetite to the business while safeguarding our franchise and reputation.

- Created monthly global summary transaction reports for distribution to Chigroup and ICG Senior Management.
- Interfaced regularly with external regulators (NYSE, OCC, FED) and Internal Audit on matters pertaining to NPAC and the Written Agreements. Coordinated the Global NPAC portion of the Fed 2005 and OCC 2005 exam of compliance with the Written Agreements.
- Assisted in designing, testing and implementing a NPAC MIS System for centralized record-keeping and workflow management.

Organized 2 Global NPAC Offices (25 people): prepared agenda, presentations, and guest speaker list. Investment Banking Financial Analyst, Financial Institutions Group July 1999 - July 2001

- Analyzed alternative business strategies for financial institutions; researched industry trends and market conditions; prepared pitch books, Board of Directors presentations; management presentations; assisted in road shows and due diligence data rooms.
- Created analytical financial models and presentations used for company valuations, merger analysis and financing alternatives.
- Transaction experience included M&A transactions, debt and equity offering for clients such as BankWest, GECC, Fivora Capital, Harley Davidson Financial Services, Dime Bank, Wachovia.

Appendix C - Resumes

TRISHNA PATEL
1 Autumnwood Trail
Ormond Beach, FL 32174
917.342.2636

- 1985 • Started playing tennis at age 7 " in Mumbai, India
- 1987 • Played 5 tournaments within the State of Maharashtra in the Under-10 age group and won all 5 without dropping a set.
- Achieved a State Ranking of #1 in this age group.
- 1988 • Graduated to the Under-12 age group and replicated my State record and ranking of #1.
- Ranked #7 at the National Level.
- 1989 • Nationally ranked #2 in the country (India) in the Under-12 age group.
- Ranked #2 in the State of Maharashtra competing in a higher age group (Under-14).
- May, 1989 • Went to the Nick Bollettieri Tennis Academy in Bradenton, Florida (previously "NBTA", currently IMG Academies) for a 2-week evaluation course with prospect of further stay.
- 1990 • State ranking of #2 in Maharashtra in the Under-14 age group.
- National (India) ranking of #5 in the Under-14 age group.
- May 1990 • Trained and prepared to played international tournaments in Europe
- Danish Junior Open, Denmark, (U-14): Singles finalist, Doubles winner
- Walter Vanderriele Cup, Belgium, (U-14): Singles finalist
- Citibank Junior Open, Belgium, U-14: Only Indian junior to pass qualifying rounds and make it to round of 16 of the main draw
- Sep. 1990 • Enrolled at NBTA in Bradenton, Florida as a full-time student-athlete.
- In 1992, Nick Bollettieri awarded me a FULL SCHOLARSHIP for academics and training until the completion of high school in 1994 (3 years).
- 1991 • Won 2 U-14 Florida State level tournaments.
- Participated in the International Orange Bowl in Miami, FL and reached the quarter-finals in the U-14 age group.
- 1992 • Started playing the International Tennis Federation ("ITF") circuit (Under-18 age group).
- Coqui Bowl, Puerto Rico: Doubles semi-finalist
- Danish Junior Open, Denmark: Singles quarter-finalist, Doubles quarter finalist
- Yucatan Cup, Mexico: Doubles quarter-finalist
- 1993 • Coqui Bowl, Puerto Rico: Doubles quarter-finalist
- Danish Junior Open, Denmark: Doubles winner
- Flanders Cup, Belgium: won 3 rounds to qualify and lost 1st round
- KVK International Junior Championships, Netherlands: Doubles semi-finalist
- Lotte Swiss Junior Open, Switzerland: Won 3 rounds to qualify and reached round of 16
- Sarasota Herald Tribune, Florida: Singles winner
- Sale Cup, Poland: Won 2 rounds to qualify for main draw and lost 1st round in this \$25,000 tournament.
- Bradenton Academy High School Team, Florida: Played at #2 singles. Went undefeated and helped my team win the District Championships and Florida State Championships.
- Sep 1994 – June 1995 • Graduated High School as valedictorian and entered Brown University.
- Played #1 singles and doubles as an entering freshman. Brown is a NCAA Division 1 school.
- Received the honor of First Team All IVY in doubles and Second Team All IVY in singles.
- Sep 1995 – June 1996 • Rotated between #1 and #2 positions in singles.
- #1 position in doubles and contributed to the team by earning First Team All IVY in doubles.
- Sep 1996 – June 1997 • Reached four individual tournament finals, winning two and finishing with a W/L record of 12-2.
- Brown, as a team, won the ECAC tournament ousting Harvard by 4 points.
- Ranked 5 in the east and earned a place in the Eastern Regional Rolex Bowl where I reached the semi-finals.
- National ranking of #94 in collegiate tennis.
- Syracuse Open: Singles Flight 1 Winner
- Brown Invitational: Singles Flight A Winner
- Harvard Invitational: Singles Runner-Up
- ECAC Tournament: Singles Flight A Runner-Up
- IVY League Champions: Brown defeated Harvard to win the IVY Crown
- Princeton Invitational: Singles Runner-Up
- First Team All IVY in singles and doubles
- IVY Player of the Year: Unanimously voted by all the tennis coaches in the IVY League
- Eastern Player to Watch Award
- All IVY Academic Award
- Current • Play GVTL League tennis
- USPTA certified tennis professional

APPENDIX A – Table of Fees and Services

OBTC Operating Hours:	Total of 62 hours	
Mon - Fri	8am - 1pm	3pm - 8pm
Sat	8am - 2pm	
Sun (by appt only)	8am - 2pm	

Monthly Adult Membership	\$	85.00	
Monthly Couples Membership	\$	140.00	
Monthly Family Membership	\$	200.00	
Monthly Off Peak Membership	\$	50.00	
6 month UPFRONT Discount		15%	Addtl discount if pay 6 months of membership upfront
Annual UPFRONT Discount		15%	Addtl discount if pay 12 months of membership upfront
Senior / Veteran / Teacher Discount		15%	Addtl discount for Seniors, Veterans, Teachers
Non Resident Markup		20%	Rates are 20% higher for non-residents

	Monthly	6 mos UPFRONT	12 mos UPFRONT
Resident Senior Membership	\$ 72.25	\$ 368.48	\$ 736.95
Non-Resident Senior Membership	\$ 86.70	\$ 442.17	\$ 884.34
Resident Adult Membership	\$ 85.00	\$ 433.50	\$ 867.00
Non-Resident Adult Membership	\$ 102.00	\$ 520.20	\$ 1,040.40
Resident Couples Membership	\$ 140.00	\$ 714.00	\$ 1,428.00
Non-Resident Couple Membership	\$ 168.00	\$ 856.80	\$ 1,713.60
Resident Family Membership	\$ 200.00	\$ 1,020.00	\$ 2,040.00
Non-Resident Family Membership	\$ 240.00	\$ 1,224.00	\$ 2,448.00

	Non-Member	Member Rate	Member Discount
Head Pro Private Lesson (hr)	\$ 90.00	\$ 80.00	-11%
Staff Pro Private Lesson (hr)	\$ 80.00	\$ 70.00	-13%
Junior Pro Private Lesson (hr)	\$ 70.00	\$ 60.00	-14%
Clinics/Live Ball/Cardio (1.5hr)	\$ 30.00	\$ 25.00	-17%
Ball Machine (hr)	\$ 25.00	\$ 20.00	-20%
Daily Guest Fee (per match)	\$ 20.00	NA	
Hourly Court Rental Fee	\$ 50.00	NA	

Monthly Program Fees:	Non-Member	Member Rate	Discount
Trailblazers Juniors (1hr)	\$ 175.00	\$ 157.50	10%
Trailblazers Juniors (1.5hr)	\$ 225.00	\$ 202.50	10%

*Prices are INCLUSIVE of FL State tax.

*Annual Members receive discounted adult club programming with pro and free match arranging and social Daily Doubles.

*Member discounts on Junior Program with Annual Family Memberships only.



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: **Management and Operation of the Ormond Beach Tennis Center**

RFP NUMBER: 2024-02

RFP OPENING DATE & TIME: 9/21/23 at 2:00 PM

RFP OPENING LOCATION: Training Room (breezeway) Ormond Beach City Hall

PRE-SUBMITTAL MEETING:

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: TRISHNA PATEL D/B/A TEN TENNIS LLC

PROPOSER'S MAILING ADDRESS: 1 AUTUMNWOOD TRAIL

CITY-STATE-ZIP: ORMOND BEACH, FL 32174

F.E.I.N.: 93-3407517

PHONE NUMBER: 917 362 2536

EMAIL: tplaystennis@gmail.com

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Trishna Patel
AUTHORIZED SIGNATURE (MANUAL)

TRISHNA PATEL
NAME (TYPED)

OWNER & GM
TITLE

9-20-2023
DATED

**City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street, Room 102
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
Aug 30, 2023
Sep 14, 2023

Addendum Number
1-1
2-1

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: TRISHNA PATEL D/B/A ZEN TENNIS LLC

VENDOR/CONTRACTOR LICENSE NUMBER: 93 - 3407517

ADDRESS: 1 AUTUMNWOOD TRAIL
ORMOND BEACH, FL 32174

PHONE NO.: 917 362 2536 FAX NO.: _____

SUBMITTER'S NAME: TRISHNA PATEL
(Typed or Printed in Ink)

TITLE: OWNER & GM

AUTHORIZED SIGNATURE: I, T. Patel hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center

CITY OF 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.

ZEN TENNIS, LLC
COMPANY NAME


AUTHORIZED SIGNATURE

TRISHNA PATEL
NAME (PRINT OR TYPE)

OWNER & GM
TITLE

Sep 20, 2023
DATE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

ZEN TENNIS LLC
COMPANY NAME


AUTHORIZED SIGNATURE

TRISHNA PATEL
NAME (PRINT OR TYPE)

City of Ormond Beach
Request for Proposals (RFP) 2024-02
Management and Operation of the Ormond Beach Tennis Center

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.

ZEN TENNIS LLC
COMPANY NAME
Trishna Patel
AUTHORIZED SIGNATURE
TRISHNA PATEL
NAME
OWNER
TITLE
Sep 20, 2023
DATE

**Proposal for
Management and Operation of the
ORMOND BEACH TENNIS CENTER
RFP #2024-02**



Submitted by:

Trishna Patel
USPTA: 70547
Zen Tennis, LLC
EIN: 93-3407517
1 Autumnwood Trail
Ormond Beach, Florida 32174
917.362.2536
tplaystennis@gmail.com

I Trishna Patel d/b/a Zen Tennis, LLC, propose to manage and operate the Ormond Beach Tennis Center (OBTC) on behalf of the City of Ormond Beach.

As the principal for Zen Tennis, my vision for OBTC stems from a **long history of service** to the tennis community, my **financial services background**, and a **desire to enhance the tennis environment** in Ormond Beach.

Zen Tennis meets the requirements for successful management and operation of OBTC, in that we have:

- **No conflict of interest** with any competing tennis facility or business
- **A strong local presence** with ties to the community, as well as local email subscriber lists with over 50 local families
- A commitment to make OBTC more accessible by **expanding OBTC operating hours** from 38 hours to **62 hours** per week, a significant expansion from the current schedule
- **A clear, long-term vision and executable plan** to make OBTC a financially viable enterprise and an asset to the City of Ormond Beach
- **A proven track record** in business management and tennis programming having served 17 years in financial services and risk management at Citi, followed by a building a successful, local tennis program in Ormond Beach
- Built and manage a large, local adult and junior following of over 100 clients which has already **translated to revenue and feet on the court** at OBTC
- **A team** of qualified tennis personnel and the **continued commitment of the current Facility Manager** ready to serve the needs of OBTC



1. BUSINESS PLAN

Vision Statement

We at Zen Tennis are pleased to present our **vision and stewardship for OBTC** and excited for the opportunity to operate the facility. The potential is tremendous. Our plan will revitalize and energize OBTC, making it a **destination choice** for tennis players of **all ages**.

My tennis relationships with adult clients, local high schools, and kids, as well as my family, have given me **deep roots** in this area. I am thrilled for the opportunity to use my skills and experience to take this plan to fruition.



Ormond Beach Tennis Center – August 2023

OBTC is unique. Its location near the beach and historic context makes it special. Our goal is to transform what is currently an under-utilized facility into a **vibrant community hub** with **expanded, consistent, high-quality services** for junior and adult players. While **tennis** is the focus, OBTC will also be a welcoming haven for people to gather and watch matches, with **events** that draw in the non-tennis playing Ormond Beach community.

Highlights of our plan include:

- **broadening** programs for adults and juniors with expanded hours
- **increasing** membership by offering a range of membership options
- **investing** in immediate and future capital improvements



With Zen Tennis programs already **active and profitable** at OBTC since **August 1, 2023**, we are a **seamless match** to manage and operate the facility, while being well-positioned to serve the City of Ormond Beach.

Proposed Services and Fees

To follow is a discussion of proposed services and areas for revenue. **Appendix A** contains a detailed **Table of Proposed Fees**.

Resident and Non-Resident Memberships > Based on our knowledge, OBTC currently has a modest 30-35 paying members. While membership appears to have decreased over the past three years (2021, 2022, YTD 2023), we believe that with marketing and exposure, it could increase steadily over time.

Membership rates at OBTC have consistently been insufficient to adequately support the facility in the past. Our proposed membership fees represent a modest increase to current rates and are in line with tennis clubs in Ormond Beach and surrounding areas (*see Appendix A*).

We see potential for **membership increases**, based on a variety of factors, including but not limited to:

- our marketing plan (*see “Marketing Strategy” subsection below*) and
- our current, active client network of over 100 adults and juniors, **none of who are currently members of OBTC** (*see “2. Qualifications and Experience” section*)

Ormond Beach has a thriving tennis community, with three other clubs in the immediate area and OBTC is perfectly suited to fill the gap left by uncertainty at other facilities and draw a much larger membership than its current roster.

In addition to our commitment to enhancing the tennis experience at OBTC, we are dedicated to **fostering collaboration** with other tennis clubs in Volusia County. By working together, we can raise the level of play, expand access to quality coaching, and promote a sense of unity among tennis players in the local community.

Clinics (Cardio Tennis/Live Ball/Ball Machine) > These types of clinics are open to all skill levels and extremely popular with recreational players. At this time, other than our program, only one teaching pro offers clinics at OBTC, and they are limited. It would benefit the facility and members to schedule multiple clinics with a variety of qualified pros, during both day and evening hours. Clinics will generate revenue for the facility through:

- court fees paid by the teaching pros
- creating cross sell opportunities for pro shop sales and private lessons
- potential new memberships



Ormond Beach Tennis Center – September 2023

Adult and Junior Tennis Lessons.

I am a USPTA certified, experienced coach, committed to personally offering private lessons and group lessons at OBTC. I currently have clients working with me at OBTC who are committed to my program. I also have a waitlist with a pipeline of business that can be delegated to a team of teaching pros. Private lessons generate revenue for the facility through:

- court fees paid by teaching pros
- exposing new players to the facility
- marketing opportunities to increase visibility



Ormond Beach Tennis Center – August 2023

Leagues. League teams, including GVTL and USTA, are an important element for a Volusia County tennis facility. Teams generate energy and interest in the club, as well as exposing non-members to the facility. Team practices and matches offer opportunities for the community to support their teams. We have existing clients, with captains already forming USTA and GVTL teams that we would bring to OBTC. Leagues generate revenue for the facility through:

- participation fees
- creating opportunities for potential new memberships
- merchandise sales at the facility

Tournaments. We propose offering a minimum of four UTR-sanctioned tournaments per year for players of all ages. Tournaments are a particularly under-utilized source of revenue for OBTC and offer dedicated players an important opportunity to learn through competition. Tournaments generate revenue for the facility through:

- entry fees
- reservations of practice courts
- merchandise sales

Youth Programs. Specialized programs for juniors are crucial. Kids make a difference! We have and will continue to run Trailblazers Tennis, a youth program for ages 5-18 years. This is a strong, existing program that has already moved to and is in place at OBTC as of August 21, 2023, bringing a vibrant energy in the afternoon to evening hours for the facility. Youth programs generate revenue for the facility through:

- court fees
- pro shop sales
- increase facility visibility



A few of the Trailblazers

Open Court Rentals. Guests, especially visitors, can rent courts on an hourly basis.

Ball Machine Rentals. Members and guests can rent the ball machine on an hourly basis for self-play or in small groups.

Merchandise / Pro Shop. We will take advantage of underused space in the OBTC building, and offer essential tennis merchandise, including snacks and drinks for purchase. Details to improve the pro shop offerings will be developed over time, and in accordance with the results of a survey that gathers feedback from members and players at the facility. Here is a table of expected items with **high profit margins** OBTC would offer as soon as possible:

Item	Approximate Cost	Avg. Selling Price
Rackets	\$100	\$225
Balls (can)	\$2	\$4
String Replacement	\$15	\$35
Tennis Shoes	\$60	\$100
Tennis shirts/shorts/skirts	\$30	\$60
Tennis Bags	\$40	\$80
Overgrips	\$5 for 3	\$10 for 3
Tennis Hats/Caps	\$10	\$20
Wristbands and Headbands	\$5	\$10
Vibration Dampeners	\$1	\$3
Soda	\$0.50	\$1.50
Water	\$0.30	\$1
Coffee	\$0.70	\$2
Snacks (chips, bars, etc.)	\$0.50	\$1.50

Through a higher level of service via memberships, clinics, lessons, leagues, tournaments, youth development, court rentals, ball machine rentals, and merchandise sales, OBTC will **increase revenue and standing in the Ormond Beach community.**

Marketing Strategy

To **promote** OBTC, we will employ a **creative strategy** with **cost efficiency** in mind. We currently do all our own marketing and have **substantial experience and success** in this area. We will do the following for OBTC:

- **Grand Opening.** Host a high energy Grand Opening event for **all members of the community**. This event will feature music, food, entertainment, and of course, tennis. We will market the event through our email lists, social media, our current client-base, word-of-mouth, and in collaboration with other clubs. You are invited!
- **Social Media.** Use social media platforms (**Facebook, Instagram**) to promote the facility and events. OBTC currently has no social media presence. We would regularly post creative content, including photos and videos of players with permission, upcoming events, and highlights from leagues and tournaments, and actively execute a plan to develop a strong following that translates to club activity *in real life*. We have developed modest, successful social media strategies for **Trailblazers Tennis** and **Seabreeze Tennis** on Facebook and Instagram. 
- **Influencer and Ambassador Campaigns.** Collaborate with **local influencers, coaches, and players** with a significant following to promote the facility. We have strong connections to the tennis community and these **influencers** can share their positive experiences, recommend the facility to their audience, and even participate in events.
- **Email Marketing.** Add to an already robust **email subscriber list** supplemented by our own contact **database**, to promote OBTC. We will send out a **monthly newsletter** with information about upcoming programs, special events, and exclusive offers.
- **Banners and Signage.** If budget allows, place banners, custom feather flags and signage advertising OBTC programs in high-traffic areas, as permitted by the city to engage walk-in traffic. 
- **Local Partnerships.** Forge partnerships with local businesses, including hotels, to sponsor events at OBTC. If permissible, for a fee or donation, businesses can receive acknowledgement for their support on **banners**. I have experience forging these local partnerships in my role as **Seabreeze High School** tennis coach.
- **Promotional Offers.** Create **time-limited promotional offers** to entice potential players to try out the facility. Examples include discounted court rentals for first-time visitors, reduced rates for group bookings, or package deals on lessons and court rentals. Use these offers to incentivize newcomers to become regular players.
- **Membership Drives.** Organize **membership drives** to encourage frequent players to sign up for memberships. Host special membership drive events, like **open-house days**, where prospective members can experience the facility's amenities and participate in events.

- **Referral Program.** Implement a **referral program** to encourage current members to bring in new players. We will offer incentives, such as a free lesson or ball machine rental, to both the referrer and the referee, motivating them to spread the word about the facility.
- **Community Events and Tournaments.** Host community events and open tournaments to showcase OBTC's unique environment. We will involve local businesses as sponsors to **strengthen community ties** and attract a **diverse audience**. Whether members or tennis players **or not**, we want the community to feel **welcome** at the facility.



The marketing strategy is **cost-conscious**, relying significantly on free or low-cost resources. Zen Tennis covers all marketing costs and labor.

Staffing/Management Considerations

In our commitment to continuity, the current Facility Manager will stay on under the management of Zen Tennis. Her familiarity with the operations, experience, and rapport with the members makes her an invaluable asset to the seamless transition we envision.

Recognizing the **need for expanded operating hours**, we have incorporated provisions in our financial projections to accommodate an enhanced staffing schedule. Moreover, Zen Tennis recognizes the potential for a **higher level of service**, hence, we intend to bring on board two additional highly qualified tennis professionals.

Monitor and Maintain Customer Satisfaction

One of the cornerstones of a successful tennis facility is the experience it offers to its users, both on and off the court. We want to establish a system that ensures **transparency** and **accountability** to the City of Ormond Beach. To this end, in addition to services discussed in other areas, we would implement the following during the first year of operation:

- **Streamlined registration.** Recognizing the importance of first impressions, we will ensure that the registration process for events, lessons, and other offerings is straightforward and hassle-free. Additionally, our systems will retain user information safely, making future registrations more efficient.
- **Feedback mechanism.** To continuously monitor and improve our offerings, we will incorporate a feedback mechanism within our systems and sites. This will allow customers to provide reviews and suggestions.

Operational Subsidy by City

To be awarded the opportunity to revitalize OBTC with the vision we have presented, we require **ZERO SUBSIDY** by the City of Ormond Beach for the duration of the contract. We believe our strong vision, financial plan and tennis background, and proven community ties will serve us well in creating an asset for the City of Ormond Beach.



This would be an improvement over the last 3 years, as the City of Ormond Beach has expended over \$18k in subsidies to operators managing the facility, though OBTC remains far under capacity.

Further, when the contract is awarded, **Zen tennis will supply all facility maintenance equipment** not currently owned by the City of Ormond (*see Section 5. Equipment and Furnishings*).

Sustainability



As part of our commitment to sustainability, we will explore eco-friendly practices, such as energy-efficient LED lighting and water conservation measures as part of a longer-term OBTC master plan for **future capital improvements**. If the facility meets targets and budget allows, it may expand to develop additional sustainability measures.

Some other areas where we may improve sustainability policies in the future are by:

- **Energy and water** conservation measures
- **Recycling** old tennis balls by partnering with an organization that repurposes them
- Selling **sustainable merchandise** by sourcing with eco-friendly companies
- Using **local catering** for events and food sales
- Using **eco-friendly maintenance and landscaping** products and practices

Customer Service Philosophy

Our commitment to customer service hinges on excellence beyond the courts. Every interaction at OBTC is an opportunity to **serve, engage, and inspire**. The customer service philosophy is grounded in accessibility, responsiveness, and a genuine desire to enrich the lives of our members. OBTC will maintain a welcoming environment where players of all ages and abilities feel valued and supported.

2. QUALIFICATIONS AND EXPERIENCE

I have been a tennis player and professional for over 30 years, including seven years serving Ormond Beach adult and junior players. For 17 years prior to that, I lived and worked in New York City as a finance professional, specializing in areas including **New Product Development**, and leaving my career there as Senior Vice President of **Risk Management** at Citi. Of note, it is these two areas that stand out as particularly significant in the context of this proposal. Developing new products and managing risk at a multinational financial services firm have given me a unique perspective, with a balance of **creativity** and **caution** that I believe will serve OBTC well.

I moved to Ormond Beach for a different lifestyle, seeking a community with a balanced, affordable environment, where I was fortunate enough to find a strong tennis community which I now **serve** in the capacity of a leading tennis professional. Ormond Beach is where I **reside** and am committed to raising my family.



Trishna Patel, Zen Tennis LLC

I am a USPTA Certified & Insured Professional, a USTA Net Generation verified coach, and a Certified Cardio Tennis instructor. In 2022-2023, I was

awarded **Region 4 Pro of the Year by USPTA Florida** and was inducted into **Brown University's Athletic Hall of Fame**. Please see Appendix C for details of my tennis history and accomplishments.

Community Ties

In 2017, I started **Trailblazers** with four students. Today I offer junior classes to over 50 local families. In 2021, I also accepted the position of Head Boys and Girls Tennis Coach at **Seabreeze High School**. In 2023, in only my second season at Seabreeze, I took the entire boys' team and top two girls to the Florida State Championships.



Trailblazers Tennis already trains students and players from Seabreeze High School, Mainland High School, Father Lopez, Temple Beth El, St. Barnabas, Pine Trails, Riverbend & Tomoka, OBMS and Hinson. At OBTC with additional marketing, it will add players from Children's Academy/St. James, St. Brendan's, and Beachside Elementary.

Facilities Management

My experience in clay courts is solid. I have played on and maintained clay courts for my entire career, acquiring comprehensive knowledge in the specialized care required for clay courts. I understand the nuances of clay surface maintenance, including proper watering, rolling, brushing, and repairing minor damages. Beyond my experience and skills, I take great pride in the aesthetic appearance of tennis courts under my care. With the **added support of the current Facility Manager, who will stay on under the management of Zen Tennis**, I strongly desire that OBTC become a **destination facility** for tennis enthusiasts beyond Ormond Beach.

Business Management

A succinct summary of my business management experience outside of the tennis industry is as follows:

- **Dedicated** 17-years to a career in financial services at Citi, based in New York City (1998-2015)
- **Managed** a team of professionals to evaluate the businesses of companies in many sectors including financial services, consumer companies, small trading companies, and auto companies including Harley Davidson
- **Analyzed** clients' businesses, completed due diligence, and recommended strategies for revenue diversification, operational optimization, cost savings, and marketing plans
- **Managed** department projects that required the cooperation of the entire team
- **Interviewed** and recruited team members for the New Products and Risk Management division

In the larger picture, being a **minority and a woman** has shaped my vision and experience, giving me a strong desire to create an inclusive environment where people of all backgrounds can come together, for the sport of tennis. Tennis changed my life. Moreover, the people who helped me find tennis along the way changed my life, and I would like to be a part of that positive cycle.

Refer to Appendix C for detailed resumes.

References

Name	Title/Position	Organization/Location
Lesa F Kennedy 386-852-0618	CEO	International Speedway Corporation, Daytona Beach, FL
Yael Heller 646-279-3829	Director Risk Management	Morgan Stanley, NY, NY
Michelle Brown 386-931-5896	USPTA Pro, Director of Tennis	Plantation Bay, FL
Vincent Abbaleo 386-290-5538	USPTA Pro	Wake Forest, NC Tennis Camp Counselor

3. OPERATION

A discussion of anticipated operations is below. Please refer to **Appendix B** for detailed Financial Projections.

Aspect	Details and Projections	Percentage of Revenue Contribution
Expanded Hours of Operation	OBTC will operate for 62 hours weekly, up from the current 38 hours, facilitating more revenue opportunities.	—
Adding Memberships	Starting from 30-35 members, a modest 10% annual increase is projected. As well, with the probable sale of the Trails Racquet Club, OBTC is positioned gain more members. Zen Tennis will implement significant marketing strategies to ensure growth.	40%
Court Rentals	Zen Tennis began operations for both adults and juniors on August 1, 2023. They expect revenues from Trailblazers and other junior programs to range from \$450-\$600 per week. Additional pros on staff will further contribute to this revenue.	46%
Other Revenue Streams	The marketing of expanded programs, ball machine rentals, and longer operating hours are projected to enhance the facility's revenue.	14%

Zen Tennis **projects** the following **expenses** for OBTC:

Expense Category	Description/Justification	Percentage of Overall Expenses
Wages	Critical to OBTC's success and goal of accessibility for residents.	59%
Maintenance	Required for maintaining courts in great condition.	19%
Utilities	Supports expanded hours, evening programming, and night play for clinics/leagues.	17%
Inventory & Marketing	Initial expenses for stocking the pro shop and marketing OBTC. Budget expected to increase upon a successful year.	7%

We request **zero city subsidy** and project we can achieve a **balanced budget**.

Financial Projections

Financial projections include initial setup costs, operating expenses, revenue forecasts using the **projected and actual historical information** provided to all bidders as a **starting point**.

History is a great teacher. Upon **analyzing the 2020 winning bid and sales information provided**, we believe there was never a clear plan to revitalize the engagement at OBTC. Zen Tennis is seeking the **opportunity to take over stewardship of OBTC and rewrite the story** from a financial and social perspective because we believe OBTC can become a bright asset for the City of Ormond Beach.

The table below provides a financial snapshot of the current operations of OBTC.

Historical Analysis - Snapshot

Projected (P) Per Plan	2021 (P)	2022 (P)	2023 (P)
Membership Dues	\$ 24,000	\$ 25,920 8%	\$ 27,994 8%
Other Revenue	\$ 57,000	\$ 54,600 -4%	\$ 52,488 -4%
Total Revenue	\$ 81,000	\$ 80,520 -1%	\$ 80,482 0%

Actual (A) Observed	2021 (A)	2022 (A)	YTD (A) 7/2023
Membership Dues	\$ 29,911	\$ 20,700 -31%	\$ 12,541 4%
Other Revenue	\$ 30,898	\$ 21,194 -31%	\$ 9,186 -26%
Total Revenue	\$ 60,809	\$ 41,894 -31%	\$ 21,727 -11%

Deficit from Plan*	2021	2022	2023
Membership Dues	\$ 5,911	\$ (5,220)	\$ (6,495.14)
Other Revenue	\$ (26,102)	\$ (33,406)	\$ (36,740.57)
Total Revenue	\$ (20,191)	\$ (38,626)	\$ (43,235.71)

* 2023 Actual figures are annualized for comparative purposes.

Please note that the financial information provided to prospective bidders has not been audited, and Zen Tennis is not responsible for the authenticity or reliability of the financial information provided to all prospective bidders.

Appendix B contains our **detailed Profit & Loss, Revenues and Cost projections**. Our financial model incorporates:

- all information provided to prospective bidders,
- knowledge and experience of being in the tennis industry and,
- our own proprietary financial model findings based on local market research and competitive analysis.

Zen Tennis expects to generate **annual revenue of \$90k - \$107k by increasing** and/or adding:

- Memberships by 10% annually
- Court rental fees by adding more programming and teaching pros
- Ball Machine rental fees
- Special Events
- Pro shop sales by adding a carefully curated offering of tennis equipment and apparel

The above revenues are expected to **fully support the projected annual operating costs** of OBTC ranging from **\$85k - \$92k**. The main costs for effective management of the tennis center are:

- Wages paid to the current Facility Manager and other well-trained staff
- All Utilities including maintenance and insurance

Aug 2023 - 2027

OBTC Summary Projected P&L

		Year 1		Year 2		Year 3
Projected Revenue	\$	92,441	\$	99,780	\$	106,978
Projected Costs	\$	(85,888)	\$	(88,465)	\$	(91,119)
CITY SUBSIDY		ZERO		ZERO		ZERO
Profit from last period	\$	-	\$	6,553	\$	17,868
Projected P / (L)	\$	6,553	\$	17,868	\$	33,728

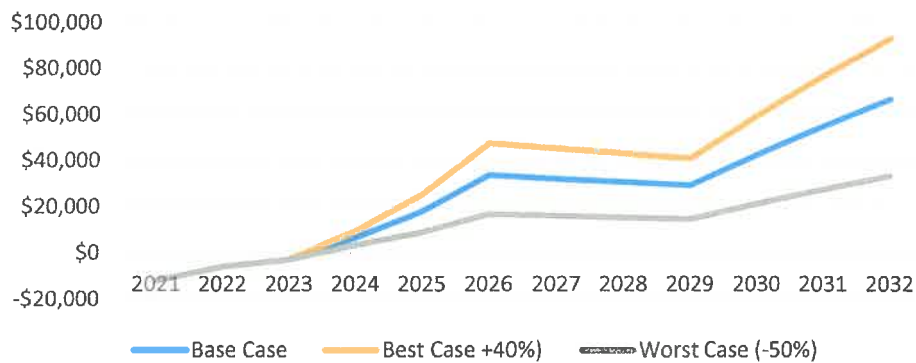
Zen Tennis expects to run a financially viable facility in 3 years generating a **PROFIT of \$6k in the first year of operation and increasing to \$34k in year 3**.

If financial targets are hit earlier than expected, it will enable Zen Tennis to further invest in OBTC's success by implementing larger marketing campaigns and potential capital improvements per Section 4 below.

The 9-year potential P&L is shown below assuming targets are met given our plans to revitalize the facility. Zen Tennis believes it well-positioned to take OBTC into the next phase of success.

OBTC P&L 9-Yr Projection

*Potential reinvestment of % profits for capital improvement in 2027-2029



In summary, Zen Tennis requests **ZERO CITY SUBSIDY** while generating sufficient revenue to cover all operating costs of the tennis facility with the long-term goal of making OBTC and asset for the City of Ormond Beach.

4. CAPITAL IMPROVEMENTS

If awarded the contract, Zen Tennis, will supply or replace any maintenance / tennis equipment. We have identified and sourced necessary items locally and are immediately available for OBTC to offer a seamless transition. **Please refer to Section 5. Equipment and Furnishings and Section 11. Maintenance** for further details.

We suggest creating an OBTC Master Plan for Future Capital Improvements capturing the ideas noted below. Such a plan creates consensus (operator, city, community), accountability and a funding schedule for future short-term and long-term projects related to OBTC.

Based on our general knowledge and experience in this area and budget allowing the following capital improvements are priorities to make the facility more operationally efficient. They have been categorized into a **Short Term/Immediate** and **Future** phases.

Short Term/Immediate Capital Improvements

- **Improved pro shop** > Using the existing space available, offer a reasonably stocked pro shop would offer players convenience and additional revenue for OBTC.
- **A point-of-sale system for tracking sales, traffic, and memberships** > The facility needs a modern reservation system and software to streamline operations and offer transparency and accountability and also to allow Ormond Beach area visitors greater planning ability. We would take bids for a tennis club management software and point of sale system such as CourtReserve, EZFacility, Playbypoint etc. to streamline operations.
- **Improved website and social media platforms** > Keep website and social media platforms updated with information and testimonials.

Though **not priorities**, the following are included in this plan for **when resources become available**.

Future Capital Improvements

Project/Improvement	Description/Justification	Additional Notes
LED Court Lights	Necessary for extended night play, saves on utilities, and supports environmental sustainability.	Exploring potential USTA Grants.
Shaded Hut/Sun Shelter	Provides relief during summer and extends playing hours, potentially increasing revenue through additional court reservations.	Common in both private and public tennis facilities.
Water-misting Stations	Addresses high temperatures, potentially the only local tennis facility to have them, increasing revenue by extending play during summer.	Some systems are affordable and easy to implement.
Tennis Building	A facility with bathroom and showering capabilities, attracting new and working customers, and adding member value.	Explore sustainable options
Pickleball	A fast-rising sport. Although Volusia County has many pickleball courts, there is always potential for OBTC to benefit from establishing four more, subject to receiving approvals.	Focus is on enhancing tennis offerings at OBTC due to success and size of Pictona.

5. EQUIPMENT AND FURNISHINGS

Zen Tennis will supply **all necessary equipment and furnishings** related to successfully operate the facility.



Representative image - ServAce Alloy Roller Tennis Utility Cart

Upon award of this contract, **Zen Tennis will supply all facility maintenance equipment not currently owned by the City of Ormond**. We have secured a local vendor for these items and will initiate the purchase or necessary items upon the award of the contract to ensure a seamless transition.

For a clay court facility to operate **efficiently and cost effectively**, the facility requires specialized equipment for proper care of the courts. For illustrative purposes, below is a list of items that can enhance the overall appearance of the facility.

Equipment	Cost
Club car with roller and drag brush (used or new)	\$17,000 - \$22,000
54" Truflow Tow Spreader	\$4,500
4' Tow Scarifier	\$1,300
Har-Tru Gator TOW Rake Pro 72" (alternative to tow scarifier)	\$750
2 Line Masters	\$700
1 Line Scrub	\$100
30" & 48" Inch Lute / Scarifier	\$200
Agitator 24" Hand Model Rake	\$200
Total covered by Zen Tennis	\$24,750 - \$29,750

6. HOURS OF OPERATION

Zen Tennis will **expand the current hours of operation** to accommodate for more play, team development, junior programs, and community events. We want to create as much of an **open-door policy** as is feasible. People want to play! To best serve residents and visitors, OBTC hours would be expanded to seven days a week, during the following hours, barring inclement weather:

Monday through Friday 8am – 1pm, 3pm – 8pm
Saturday 8am – 2pm
Sunday 8am – 2pm (by reservation)



We propose to **expand the hours of operations to 62 hours a week** from the current 38 hours a week. This significantly increases the opportunity to provide a higher level of service to Ormond Beach residents and visitors and simultaneously generate sales. The facility would also be open **extended hours for events and tournaments**, which can run from early morning through evening on weekends and weekdays.

Currently, OBTC advertises it operates a total of 38 hours a week and over the past several years, there have been complaints by players that the facility has been **closed during stated hours of operation**.

It is important to the community that these **municipal courts are open for use**. Holiday hours will vary, but OBTC will adhere to closing during **major holidays**, except in the case of scheduled events. OBTC will be closed on Christmas Day, New Year's Day, Thanksgiving Day, and Easter Sunday.

7. STANDARD CONDITIONS FOR THE OPERATION OF OBTC

Zen Tennis LLC is willing to enter into a written agreement with the City of Ormond Beach as it pertains to the management and operation of OBTC.

8. TERM

The term of the agreement will be **three years** and may be renewed at the discretion of the City of Ormond Beach.

9. FEES AND SERVICES

The fee structure we propose is provided in **Appendix A**. This is based on a combination of **market research and experience**, and it is subject to change with market conditions. The proposed fees are in line with surrounding area facilities, providing a **fair representation** of where the current market is for such offerings.

The current website for OBTC does not provide information regarding memberships and private lessons. For comparative purposes, we have used information from the 2020 winning bid, and any handouts Zen Tennis could find.

10. UTILITIES

Zen Tennis will pay for utilities, specifically: water, wi-fi, and electricity.

11. MAINTENANCE

We propose to continue the **current cleaning and maintenance schedule as provided in the RFP Exhibit B**, including ensuring the proposed services of the OBTC remain **uninterrupted** and all equipment is in good working order.

All eight courts will be **entirely resurfaced** once per year to maintain good playing conditions throughout the year. This is normally done starting in May, after the GVTL season is completed and before tournaments come up in June.

Task	Frequency	Timeframe
Sweeping courts	Daily and as needed	Every day
Resurfacing all eight courts	Yearly	May
Grounds maintenance	Every two weeks	Throughout the year
Comprehensive inspection and assessment of the entire facility, including all grounds and courts	Yearly	Year-end or specified

12. CONFLICT OF INTEREST STATEMENT

We have **no conflicts of interest** with the City of Ormond Beach. We will be the dedicated **manager and operator** of OBTC, with the goal of increasing memberships and community engagement, including investing a significant capital investment. We **hope** to see you at the **Grand Opening!**

13. APPENDICES

Appendix A: Table of Fees and Services
Appendix B: Financial Projections
Appendix C: Resumes
Appendix D: Letters of Support

APPENDIX A – Table of Fees and Services

OBTC Operating Hours:	Total of 62 hours	
Mon - Fri	8am - 1pm	3pm - 8pm
Sat	8am - 2pm	
Sun (by appt only)	8am - 2pm	

Monthly Adult Membership	\$	85.00	
Monthly Couples Membership	\$	140.00	
Monthly Family Membership	\$	200.00	
Monthly Off Peak Membership	\$	50.00	
6 month UPFRONT Discount		15%	Addtl discount if pay 6 months of membership upfront
Annual UPFRONT Discount		15%	Addtl discount if pay 12 months of membership upfront
Senior / Veteran / Teacher Discount		15%	Addtl discount for Seniors, Veterans, Teachers
Non Resident Markup		20%	Rates are 20% higher for non-residents

	Monthly	6 mos UPFRONT	12 mos UPFRONT
Resident Senior Membership	\$ 72.25	\$ 368.48	\$ 736.95
Non-Resident Senior Membership	\$ 86.70	\$ 442.17	\$ 884.34
Resident Adult Membership	\$ 85.00	\$ 433.50	\$ 867.00
Non-Resident Adult Membership	\$ 102.00	\$ 520.20	\$ 1,040.40
Resident Couples Membership	\$ 140.00	\$ 714.00	\$ 1,428.00
Non-Resident Couple Membership	\$ 168.00	\$ 856.80	\$ 1,713.60
Resident Family Membership	\$ 200.00	\$ 1,020.00	\$ 2,040.00
Non-Resident Family Membership	\$ 240.00	\$ 1,224.00	\$ 2,448.00

	Non-Member	Member Rate	Member Discount
Head Pro Private Lesson (hr)	\$ 90.00	\$ 80.00	-11%
Staff Pro Private Lesson (hr)	\$ 80.00	\$ 70.00	-13%
Junior Pro Private Lesson (hr)	\$ 70.00	\$ 60.00	-14%
Clinics/Live Ball/Cardio (1.5hr)	\$ 30.00	\$ 25.00	-17%
Ball Machine (hr)	\$ 25.00	\$ 20.00	-20%
Daily Guest Fee (per match)	\$ 20.00	NA	
Hourly Court Rental Fee	\$ 50.00	NA	

Monthly Program Fees:	Non-Member	Member Rate	Discount
Trailblazers Juniors (1hr)	\$ 175.00	\$ 157.50	10%
Trailblazers Juniors (1.5hr)	\$ 225.00	\$ 202.50	10%

*Prices are INCLUSIVE of FL State tax.

*Annual Members receive discounted adult club programming with pro and free match arranging and social Daily Doubles.

*Member discounts on Junior Program with Annual Family Memberships only.

Appendix B – Financial Projections for OBTC

OBTC Summary Projected P&L

		Year 1		Year 2		Year 3
Projected Revenue	\$	92,441	\$	99,780	\$	106,978
Projected Costs	\$	(85,888)	\$	(88,465)	\$	(91,119)
CITY SUBSIDY		ZERO		ZERO		ZERO
Profit from last period	\$	-	\$	6,553	\$	17,868
Projected P / (L)	\$	6,553	\$	17,868	\$	33,728

OBTC PROJECTED COSTS

		Growth				
		Year 1		Year 2		Year 3
Wages	\$	50,688	\$	52,209	\$	53,775
Maintenance	\$	16,200	\$	16,686	\$	17,187
Utilities*	\$	15,000	\$	15,450	\$	15,914
Inventory / Equip	\$	1,600	\$	1,648	\$	1,697
Marketing	\$	2,400	\$	2,472	\$	2,546
TOTAL	\$	85,888	\$	88,465	\$	91,119

Y on Y growth assumed at 3%

* includes Insurance

OBTC PROJECTED REVENUE

		Growth				
		Year 1		Year 2		Year 3
Memberships	\$	36,947	\$	41,380	\$	46,346
Court Rental	\$	42,094	\$	42,936	\$	43,795
Ball Machine Rental	\$	6,480	\$	6,934	\$	7,419
Non-Member Guest Fees	\$	4,400	\$	4,708	\$	5,038
Pro Shop Sales	\$	2,520	\$	2,822	\$	3,161
Events	\$	-	\$	1,000	\$	1,220
Total Revenue	\$	92,441	\$	99,780	\$	106,978

Based on AVERAGE of BEST, BASE & WORST CASE REVENUE SCENARIOS.

Y on Y increase/growth assumed at 2%

EVENTS are a new category.

Appendix C - Resumes

Trishna Patel

1 Autumnwood Trail, Ormond Beach 32174 917.362.2536 (m)

email: trishnatennis@gmail.com

EDUCATION

BROWN UNIVERSITY Providence, Rhode Island Bachelor of Arts in Business Economics May 1998

Division 1 Tennis Players 1994-1998, Position 1 Singles and Doubles

(please refer to "Tennis Bio" for details on my tennis background)

Seabreeze High School, Head Coach for Boys & Girls Tennis

Ormond Beach, FL June 2021 - Present

- Coached the Boys and Girls Tennis team to FL State Championships in 2023. In only my second season after taking over the coaching responsibilities.
- Boys team ended top 8 (quarterfinals) in the State in 2023.
- Top Girls singles and doubles players finished top 8 (quarterfinals) in 2023.
- Girls and Boys earned District Champions in 2023.
- Boys took Regional Championships and Girls were Regional Runner Up in 2023.
- Organized fundraising events off campus to start a Tennis Fund to add tennis-specific training equipment in effort to build a lasting tennis program.

Trials Racquet Club & Oceanside Country Club

Ormond Beach, FL June 2018 - Present

- Created programming and content for Cardio Tennis classes and adult clinics for GVTL and USTA league players and as a result attracted new members to the Trials Racquet Club and also attracted more league players from the Palm Coast / Flagler beach areas to the adult clinics
- Conducted market research and competitive analysis before launching my own TrailBlazers Tennis program in September 2017, focused on offering tennis education to young athletes (flyer can be provided upon request)
- Prepared lesson plans and supervised camp counselors for Summer, Winter and Easter break tennis camps
- Regularly assist as a monitor for red ball and orange ball tournaments
- Conducted a series of adult singles and doubles clinics as a guest professional at community tennis parks in Charlotte
- USPTA & Cardio Tennis certified

Citigroup New York, NY

Director, Franchise Risk Architecture ("FRA") July 2013 - October 2014

- Provided overall coordination for governance items for several workstreams feeding into Cit's 2013 and 2014 CCAR/DFAST regulatory submissions
- Reviewed and coordinated the stress testing production timelines and documentation of the stress methodologies used of Wholesale Loans, AFS Securities and Structured Products business lines.
- Created a database to effectively compare and analyze trends in macroeconomic scenarios (~500 variables including GDP, Unemployment, Housing Prices, Equity prices, Spread shocks, Currencies etc.)

Senior Vice President, Financial Institutions Risk Management ("FIRM") June 2006 - July 2013

- Covered several industries since June 2006: Corporates, Risk Convergence, Special Purpose Vehicles and CLO/COOs, Real Money Asset Managers, Pension Funds, Private Equity and Fund of Hedge Funds.
- From 2006-2007 analyzed small commodity trading corporates who engaged in commodity hedging transactions via futures and large corporates who engaged in large interest rate derivatives hedges in combination with financing transactions.
- Established a monthly newsletter and created all content to share best practices within the organization, recognize individuals for outstanding performance.

Vice President, Americas Coordinator for New Products Approval Committee ("NPAC") April 2003 - June 2006

NPAC is mandated to approve complex structured finance transactions and ensure that all risks are identified, evaluated and are transparent to the Committee as well as to the client. NPAC is in a unique position to relay the Firm's risk appetite to the Business while safeguarding our franchise and reputation.

- Created monthly global summary transaction reports for distribution to Citigroup and ICG Senior Management.
- Interfaced regularly with external regulators (NYSE, OCC, FED) and Internal Audit on matters pertaining to NPAC and the Written Agreements. Coordinated the Global NPAC portion of the Fed 2005 and OCC 2006 exam of compliance with the Written Agreements.
- Assisted in designing, testing and implementing a NPAC MIS System for centralized record-keeping and workflow management.

- Organized 2 Global NPAC Offsites (25 people): prepared agenda, presentations, and guest speaker list.

Investment Banking Financial Analyst, Financial Institutions Group July 1998 - July 2001

- Analyzed alternative business strategies for financial institutions; researched industry trends and market conditions; prepared pitch books, Board of Directors presentations; management presentations; assisted in road shows and due diligence data rooms.
- Created analytical financial models and presentations used for company valuations, merger analysis and financing alternatives.
- Transaction experience included M&A transactions, debt and equity offering for clients such as BankWest, GECC, Finova Capital, Harley Davidson Financial Services, Dime Bank, Wachovia.

Appendix C - Resumes

TRISHNA PATEL
1 Autumnwood Trail
Ormond Beach, FL 32174
917.362.2536

- 1985 • Started playing tennis at age 7 ½ in Mumbai, India
- 1987 • Played 5 tournaments within the State of Maharashtra in the Under-10 age group and won all 5 without dropping a set.
- Achieved a State Ranking of #1 in this age group.
- 1988 • Graduated to the Under-12 age group and replicated my State record and ranking of #1.
- Ranked #7 at the National Level.
- 1989 • Nationally ranked #2 in the country (India) in the Under-12 age group.
- Ranked #2 in the State of Maharashtra competing in a higher age group (Under-14).
- May, 1989 • Went to the Nick Bollettieri Tennis Academy in Bradenton, Florida (previously "NBTA", currently IMG Academies) for a 2-week evaluation course with prospect of further stay.
- 1990 • State ranking of #2 in Maharashtra in the Under-14 age group.
- National (India) ranking of #5 in the Under-14 age group.
- May 1990 • Trained and prepared to played international tournaments in Europe
- Danish Junior Open, Denmark, (U-14): Singles finalist, Doubles winner
- Walter Vanderriele Cup, Belgium, (U-14): Singles finalist
- Chibank Junior Open, Belgium, U-14): Only Indian junior to pass qualifying rounds and make it to round of 16 of the main draw
- Sep. 1990 • Enrolled at NBTA in Bradenton, Florida as a full-time student-athlete.
- In 1992, Nick Bollettieri awarded me a FULL SCHOLARSHIP for academics and training until the completion of high school in 1994 (3 years).
- 1991 • Won 2 U-14 Florida State level tournaments.
- Participated in the International Orange Bowl in Miami, FL and reached the quarter-finals in the U-14 age group.
- 1992 • Started playing the International Tennis Federation ("ITF") circuit (Under-18 age group).
- Coqui Bowl, Puerto Rico: Doubles semi-finalist
- Danish Junior Open, Denmark: Singles quarter-finalist, Doubles quarter finalist
- Yatafan Cup, Mexico: Doubles quarter-finalist
- 1993 • Coqui Bowl, Puerto Rico: Doubles quarter-finalist
- Danish Junior Open, Denmark: Doubles winner
- Flanders Cup, Belgium: won 3 rounds to qualify and lost 1st round
- KVK International Junior Championships, Netherlands: Doubles semi-finalist
- Lotto Swiss Junior Open, Switzerland: Won 3 rounds to qualify and reached round of 16
- Sarasota Herald Tribune, Florida: Singles winner
- Solo Cup, Poland: Won 2 rounds to qualify for main draw and lost 1st round in this \$25,000 tournament.
- Bradenton Academy High School Team, Florida: Played at #2 singles. Went undefeated and helped my team win the District Championships and Florida State Championships.
- Sep 1994 – • Graduated High School as valedictorian and entered Brown University.
- June 1995 • Played #1 singles and doubles as an entering freshman. Brown is a NCAA Division 1 school.
- Received the honor of First Team All IVY in doubles and Second Team All IVY in singles.
- Sep 1995 – • Rotated between #1 and #2 positions in singles.
- June 1996 • #1 position in doubles and contributed to the team by earning First Team All IVY in doubles.
- Sep 1996 – • Reached four individual tournament finals, winning two and finishing with a W/L record of 12-2.
- June 1997 • Brown, as a team, won the ECAC tournament ousting Harvard by 4 points.
- Ranked 5 in the east and earned a place in the Eastern Regional Rolex Bowl where I reached the semi-finals.
- National ranking of #84 in collegiate tennis.
- Syracuse Open: Singles Flight 1 Winner
- Brown Invitational: Singles Flight A Winner
- Harvard Invitational: Singles Runner-Up
- ECAC Tournament: Singles Flight A Runner-Up
- IVY League Champions: Brown defeated Harvard to win the IVY Crown
- Princeton Invitational: Singles Runner-Up
- First Team All IVY in singles and doubles
- IVY Player of the Year: Unanimously voted by all the tennis coaches in the IVY League
- Eastern Player to Watch Award
- All IVY Academic Award
- Current • Play GVTL League tennis
- USPTR certified tennis professional



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2023

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

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

PRODUCER ESP Insurance Brokerage, LLC 306 Main Street Worcester MA 01608	CONTACT NAME: Lauren Kachadorian PHONE (A/C, No, Ext): (877) 670-2377 E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: Everest Indemnity Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10851
INSURED United States Professional Tennis Association Inc. 11961 Performance Drive Orlando FL 32827		

COVERAGES **CERTIFICATE NUMBER:** CL2212221134 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	SI8ML01641-221	12/31/2022	12/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Misc-NOC Inventory for \$ 100,000
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					
	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					
	☐ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					Y/N ☐ N/A
						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

USPTA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball and platform tennis or operating a tennis ball machine for practicing or teaching.

Trishna Patel
#70547

CERTIFICATE HOLDER

Trishna Patel
1 Autumnwood Trl

Ormond Beach

FL 32174

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Trishna Patel
1 Autumnwood Trl
Ormond Beach FL 32174

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Appendix D – Letters of Support

Appendix D: Letters of Support

Business Leaders:

1. Lesa France Kennedy – ISC / Nascar
2. Yael Heller – Director, Morgan Stanley
3. Christina Ochs – CEO CIRM
4. Kelly Kwiatek – Chief Legal Officer Halifax Hospital Medical Center
5. Sharon Genereaux – Temple Beth El School
6. Libba Galloway – Stetson University School of Business
7. Laura Reece – Embry Riddle School of Mgmt
8. Anand Jobalia – JDG
9. Michael Munier – Coastal Ear, Nose & Throat
10. Erik Perry – Woodward Cremation and Funeral Services
11. Alexis Bairstow – Spinnaker Resorts
12. Claire Venables – Daytona Employment
13. Diane Whitt – Alliance Financial Partners
14. Andrew Nawrocki – Brown & Nawrocki Dental
15. Christopher Matthews – The Orthopedic Clinic
16. Jeffrey & Vicki Martin – The Orthopedic Clinic
17. Rennebeck Family – RTHNK Inc
18. Jill Upchurch – Upchurch Law
19. Brad & Cindy Gornto – Gornto Law
20. Erum Kistemaker – Kistemaker Law
21. Praise & Chris Dunlop – Dunlop Homes
22. Michele Meyers – Ormond Observer journalist
23. Stefan McGrath – NYC Finance Colleague
24. Tara Pietz – NYC Finance Colleague & Mentor
25. Ryan Ochipa – State Farm Insurance

Local Tennis Professionals:

26. Vincent Abbaleo
27. Herb Branham
28. Elena Casey
29. Lynne & George Opelka (parents to Reilly Opelka ATP world rank #17)

Ormond Beach Tennis Community:

30. Patti Parsons
31. Paula Wehr
32. Jeri Delagado
33. Dai Durrance Young
34. Samir & Karishma Naran
35. Joshua & Heidi Horenstein
36. Christine Berlanti
37. Tyra Roberson
38. Chris Noval
39. Samantha Dunn
40. Katie Randall
41. Lara Butera
42. Kenna Drymonis
43. Larissa Maloney
44. Mary Shuler
45. Bernhard Kwetkus
46. Sarah Orfinger
47. Lori Ciocchetti
48. Alyson Durrance Lentz

Student Athletes:

49. Haylee Ochipa
50. Liam Rasmussen
51. Finn Rasmussen
52. Alana Karas



Lesa Kennedy
Executive Vice Chair
386 681 6764
lkennedy@nascar.com

August 3, 2023

Mr. Robert Carolin
City of Ormond Beach
Leisure Services
22 South Beach Street
Ormond Beach, FL 32174

Dear Mr. Carolin:

I am writing this letter to offer my enthusiastic recommendation for Trishna Patel to assume the role of operator of the local tennis center. I have had the privilege of knowing Trishna for the past 8 years, and can confidently attest to her exceptional skills, dependability, and strong business acumen.

As a tennis professional, Trishna has consistently demonstrated a high level of proficiency and dedication to the sport. Over the years, I have witnessed her work tirelessly with students of all ages and skill levels, guiding them to improve their game and fostering a love for tennis within the community.

Moreover, Trishna possesses a remarkable trait of reliability, which is vital in running a successful tennis facility. Her punctuality, professionalism, and commitment to her responsibilities have always been commendable, making her a dependable and trustworthy candidate.

What sets Trishna apart is her extensive business background. I firmly believe that with her passion for tennis, combined with her strong business sense, Trishna would not only maintain the high standards of the tennis courts but also bring innovation and growth to the facility. She has a unique ability to engage with players, members, and staff, fostering a positive and thriving tennis community.

In conclusion, I wholeheartedly endorse Trishna for the position. Her dedication to the sport, proven dependability, and business expertise make her the perfect fit for this role. I am confident that she will excel in this position and contribute significantly to the success of the facility.

Should you require any further information or have any questions, please do not hesitate to contact me. Thank you for considering Trishna for this opportunity.

Most sincerely,


Lesa France Kennedy

Yael Heller
60 Beach St.
Apt. 1B
New York, NY 10013
write2yael@gmail.com / yael.heller@morganstanley.com
Cell: 646-279-3829 / Work: 212-762-1640

September 17, 2023

Ormond Beach Leisure Services Department
399 N US Highway 1
Ormond Beach, FL 32174

Dear Mayor Partington, Deputy Mayor Briley, City Manager Shanahan, Commissioners Sargent, Persis and Tolland, and Director Carolin,

It is my pleasure to support Trishna Patel's application to manage operations of the Ormond Beachside Tennis Center. I've known Trishna since 2007 when we both worked at Citigroup in New York. We were both in the Credit Risk Management department covering the Asset Management and Funds industry. We worked together until 2015 and are still in close contact today.

I can wholeheartedly attest to Trishna's financial acumen. I have worked on various projects and portfolio reviews with her over the years. She is adept at financial statement analysis, credit assessment, and structuring. I worked with her on vanilla and complex financings, and she has always been an insightful and productive contributor on various high-stakes deals.

In addition to Trishna's advanced financial skills, she has exemplary interpersonal skills. Corporate and Investment Banking can be a tough place, but she was always able to diffuse high tension situations. She operates as a pleasant and methodical leader with strong team-building skills and high emotional intelligence.

I could go on and on, but I will keep this letter brief and welcome any phone calls or emails to discuss her skills, experience, and people skills. My only regret is that I cannot persuade her to ditch tennis and join me at Morgan Stanley, but to know her is to know that Tennis is her passion.

Please award Ms. Patel this contract, as I believe she is wholly and uniquely qualified.

Best regards,

A handwritten signature in blue ink, appearing to read 'Yael Heller', with a stylized flourish at the end.

Yael Heller



Christina Ochs
President & CEO
The Corporation for Interest Rate Management
1 E Wacker Dr, Ste. 2320, Chicago, IL 60601
christina@cirm.com | +1 312 332 2363

September 19, 2023

Subject: Professional Reference for Trishna Patel - Proposed Tennis Program at Ormond Beach Community Center

Dear Ormond Beach City Council Member,

I am writing to provide my wholehearted endorsement for Trishna Patel, who is embarking on the admirable initiative to establish a thriving and community-focused tennis program at Ormond Beach Community Center. As a colleague and a close friend, I have had the privilege of witnessing Trishna's unwavering commitment, formidable business acumen, and exceptional leadership skills throughout the span of our professional careers.

Trishna Patel possesses an impressive academic background, holding a degree in business from Brown University. Furthermore, she was inducted into the Brown University Hall of Fame in 2022. Over the course of 17 years, Trishna had an impressive career in finance at Citigroup, where she had various roles. She consistently demonstrated excellence in business analytics, market analysis, and strategic project management. This educational and professional leadership foundation has been integral in shaping her analytical thinking, strategic vision, and problem-solving abilities.

What sets Trishna Patel apart is her capacity to leverage her extensive business experience and strategic acumen to pioneer and cultivate a thriving tennis business after relocating to Ormond Beach. Her tenacity, coupled with an innate ability to identify and seize opportunities, has resulted in the establishment of an impressive tennis enterprise.

Over the years, I have had the privilege of collaborating with Trishna as an advisor, where she has provided invaluable insights and guidance for my company's strategic goals, particularly in the areas of talent acquisition and retention, and metrics aimed at enhancing client satisfaction. Trishna is an open listener and problem solver who leverages feedback to produce innovative ideas.

I firmly believe that the skills and experiences Trishna Patel has amassed throughout her career have honed her ability to strategize, innovate, and execute plans with precision—abilities that will allow Trishna to transform OBTC into a thriving hub for tennis enthusiasts in the community.

Thank you for your time and consideration.

Sincerely,

Christina Ochs
President & CEO
The Corporation for Interest Rate Management

September 17, 2023

Mr. Robert Carolin
Director, Leisure Services
City of Ormond Beach
399 North US 1
Ormond Beach, FL 32174

Re: Support of Operation & Management by Trishna Patel of OBTC

Dear Mr. Carolin:

I am writing this letter to recommend Trishna Patel to manage and operate the Ormond Beach Tennis Center ("OBTC"). I've had the privilege of knowing Trishna for many years, and I can confidently attest to her exceptional character, unwavering dedication to tennis, and ability to inspire and nurture young players.

My son, Gavin, began taking lessons from Trishna in 2018, and my daughter, Olivia, in 2021. Trishna is not just a tennis instructor; she is a mentor who imparts the principles of integrity and sportsmanship on her students. Trishna instills in them the importance of fair play, respect for opponents (even when it's hard!), and the value of perseverance. That, and her enthusiasm helped them develop a genuine love for the sport that they can play for the rest of their lives.

From a business perspective, having Trishna manage and operate the Ormond Beach Tennis Center would be a boon for our community. Her extensive financial background, coupled with an already-successful tennis program and community following, set her up for success. With everything Trishna has planned, the OBTC will soon be a bright light in the beachside heart of Ormond Beach!

Tennis is Trishna's passion and purpose. She is deeply rooted in our Ormond Beach community, and as a long time Ormond Beach resident, I feel we're lucky she desires to take on and improve the OBTC! I have no doubt that, under her leadership, the center will flourish and become a vibrant hub for tennis enthusiasts of all ages in our community.

Sincerely,



Kelly Parsons Kwiatak
SVP & Chief Legal Officer
Halifax Hospital Medical Center



Sharon Genereaux
Temple Beth-El School
579 N Nova Road
Ormond Beach, FL 32174

August 31, 2023

Dear City of Ormond Beach Commissioners and Ormond Beach Leisure Services Advisory Board,

My name is Sharon Genereaux, and I am writing to provide a strong reference for Trishna Patel and the many amazing programs she participates in. She has been an exceptional tennis player and tennis coach for over 20 years. I have had the pleasure of knowing and working with Coach Trishna Patel when she taught tennis at TBE School. Throughout this extended period, I can confidently attest to her outstanding expertise, dedication, and unwavering commitment to, not only her craft, but her community.

While running programs out in the surrounding community, Coach Trishna Patel has demonstrated a genuine passion for helping her clients, especially children, achieve their goals. Her coaching style is characterized by a perfect balance of encouragement, discipline, and patience, creating a positive and motivating environment for athletes of all ages and skill levels. This was evident whenever she worked with TBE School, whether it was for an After School Academy or Summer Camp Tennis clinic. She is also well known in the high school tennis community where she became the tennis coach of Seabreeze High School 2 years ago. Last year, the both the boys and girls teams won the 5-3A district championship.

Without reservation, I highly recommend that the City of Ormond Beach and the Ormond Beach Leisure Services strongly consider Coach Trishna Patel's petition to run the Ormond Beachside Tennis Courts. Her experience and genuine passion for her work make her programs exceptional and add value to our community.

Please feel free to contact me if you require any further information or if you have any questions regarding my personal experience working with Coach Trishna Patel. Thank you for considering my recommendation.

Sincerely,

Sharon Genereaux
Temple Beth-El School Director
386-675-6616

September 15, 2023

To: City of Ormond Beach

Re: Trishna Patel

I am writing this letter in support of Trishna Patel's proposal to manage the Ormond Beach Tennis Center. I have known Trishna since 2016, when I was an active member of the Trails Racquet Club.

Trishna has the educational background and work experience to thrive at the Ormond Beach Tennis Center. As a Business Economics major at an Ivy League university, she received the foundation to not only work at one of the nation's largest financial institutions, but also to rise to a very high level at that institution. Trishna's 15 years at Citigroup provided her with in-depth knowledge and experience in financial management, revenue generation, product innovation, and personnel management – all skill sets necessary to run and grow a successful business.

Trishna has put these skill sets to use in her career as a tennis professional. She created a new program, the TrailBlazers program for kids, which has necessitated revenue generation, expense management, and staffing of additional instructors. Her success in these areas, in addition to strategic marketing and promotion of the program throughout the community, has resulted in one of the area's biggest and best youth tennis programs.

Trishna's member relation skills are also excellent, in part because of her warm and engaging personality, but also because of her skill as an instructor. As a former collegiate tennis player, I can attest to the fact that she is an outstanding instructor of adults as well as kids. Even in group lessons, she meets each individual student where they are, and focuses on what they, at their own particular levels and with their own particular abilities, can do to become better players. Since I moved to DeLand four years ago, I have continued to make the drive to Ormond just to participate in Trishna's clinics – she is that good.

In summary, I highly recommend Trishna as manager of the Ormond Beach Tennis Center. She certainly has the business background and skills to successfully manage and operate the Tennis Center; she is an excellent instructor of players at all levels; and she has the energy and ability to take the Tennis Center to a new level of success by actively marketing and promoting it throughout the community. If you have any questions about Trishna or her qualifications, please do not hesitate to contact me at egallowa@stetson.edu or (386) 405-0777.

Sincerely,



Elizabeth (Libba) Galloway, Assistant Professor of Practice in Business Law
Chair, Department of Management and Organizations
Director, Business Law Program
Stetson University, School of Business Administration

*Doug and Laura Reece
426 Triton Road
Ormond Beach, FL 32176*

September 17, 2023

Mr. Robert Carolin
Director of Leisure Services
City of Ormond Beach
399 US-1
Ormond Beach, FL 32174

Mr. Carolin,

I hope this finds you well. Coach Trishna Patel asked her tennis coaching families to write a recommendation letter for her tennis partnership application with Ormond Beach Leisure Services for the Ormond Beach Tennis Center (OBTC). I sent you an email earlier in the summer for Nova Recreation Center, but wanted to update it for the OBTC.

I've known Coach Trishna since 2018. I took lessons and participated in group clinics she held at Oceanside Country Club. My initial interactions with her were positive and professional. I learned from her and grew in my tennis knowledge which for a new player was essential. She made the game accessible and fun!

Shortly after when she transitioned to The Trails my son Will joined her youth program, moving from Oceanside Country Club. He has been with the Trailblazers ever since and plays year-round. He has grown dramatically as a player and as a person under her tutelage ever since. Additionally, he has played for the last two years at Seabreeze High School on the tennis team that she also coaches.

Coach Trishna is professional and shows excellent judgment. She grew both the adult and youth programs at The Trails. She has also grown and built a positive athletic and academic culture with Seabreeze Tennis. She is smart, driven, and has good business sense that would serve Ormond Leisure Services well. I have no doubt she would manage the OBTC at the highest professional level, and draw many adult and youth players to the facility. You would have the OBTC managed well under her watch, and you would see a maximization of highest and best use of this gem on our beachside!

Please feel free to reach out if you have any questions. Thank you for your consideration, and I hope you have a great July 4th!

Kindly,
Laura Reece/Will's Mom



August 24, 2023

To OB Council & Leisure Services:

This letter is meant to endorse the capabilities of Trishna Patel, an Ormond Beach resident, and a rising professional tennis instructor in the Volusia County area. Trishna's credentials are impeccable, her experience is vast, and they speak for themselves.

The Trailblazers Tennis Academy she has run for several years at the Trails Racquet Club has evolved into a vibrant program starting with only 4 students in its first year and has grown to over 50 OB and surrounding area families. She has also served as the Head Coach for the Boys & Girls Seabreeze teams and trained and led them to the Florida State Championships in her second season. In addition, Trishna has a solid adult clientele benefiting from both private and group lessons, with Trishna assembling a loyal group of teaching pros to assist her.

Before moving to Ormond Beach where she raises her two boys, she spent 16 years at a NYC investment bank holding various positions in an esteemed career. She is highly capable on the business side and awarding her the opportunity to operate OBTC would be marrying her two greatest strengths: business and tennis. Her reputation and foothold in our community cannot be ignored and Ormond Beach will be well served by her vision for OBTC.

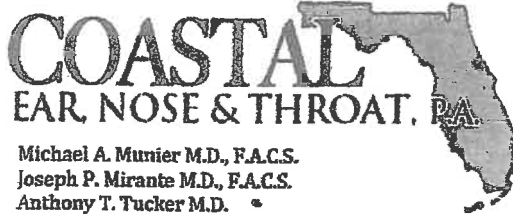
Trishna is a graduate of Brown University where she compiled a stunning record that still stands today; being named the Ivy League Player of the Year in 1997; last year she was named to Brown's Athletic Hall of Fame in 2022 and most recently in 2023 received the USPTA award for FL Coach of the Year.

Such credentials are rare and having such an experienced professional among us in Volusia County is rarer still and any facility would be well-served to be associated with Trishna Patel.

Regards,

A handwritten signature in blue ink, appearing to read 'Anand Jobalia'.

Anand Jobalia



Michael A. Munier M.D., F.A.C.S.
Joseph P. Mirante M.D., F.A.C.S.
Anthony T. Tucker M.D.
Perrin C. Clark M.D., F.A.C.S.
Jane T. Dillon M.D., F.A.C.S.

1050 W. Granada Blvd, Ste 4
Ormond Beach, FL 32174
(386)677-8808

1185 Dunlawton Ave, Ste 102
Port Orange, FL 32127
(386)760-6601

3 Pine Cone Drive, Ste 105
Palm Coast, FL 32137
(386)597-5839

September 4, 2023

Ormond Beach Head of Leisure Services,
City Commissioners of Ormond Beach,

I am writing this letter in support of Trishna Patel to operate the Casements Tennis Facility. My wife and children have been members of the Ormond Beach community for over 30 years and have known Trishna Patel for over 10 years. She is hard working, honest, forthright, and a pleasure to be around.

She has been involved in teaching both adult and juniors for over a decade locally. She started a youth program 7 years ago called Trailblazers with 4 students. Presently over 50 children attend weekly. Recently, she coached Seabreeze boy and girls tennis teams to berths at the Florida State Championships.

Both Nancy and I recommend Trishna Patel for the Casements Tennis Facility without reservation.

Sincerely,

Michael Munier

70 YEARS
Woodward
CREMATION & FUNERAL SERVICES
Serving Families for Three Generations

To whom this may concern:

As a business owner and local resident of Ormond Beach, I proudly, and without hesitation, recommend Trishna Patel to manage the Ormond Beach Tennis Center.

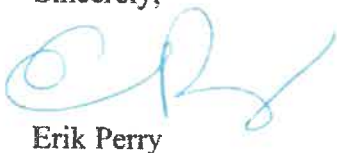
My name is Erik Perry, and I have had the privilege of taking tennis lessons with Trishna for the last year. You may be asking why I would be compelled to write a letter of recommendation. Tennis is a hobby of mine, and I am a member of Oceanside Country Club. I found Trishna after deciding to work on my tennis technique. After just a few lessons the improvement I experienced was immeasurable. She is, without question, the best in the area.

My full time job and passion is helping families during the most difficult time in their lives. I am part of the family that owns Dale Woodward Funeral Homes. Our business has prided itself in helping this community since 1954. We currently hold the Volusia County Human Services Contract. Because of this, I know what it takes to commit to running a business and partnering with the local government. I believe Trishna would excel in this area as well.

I am confident, without any reservation, she is qualified to manage the Ormond Beach Tennis Center. She will work tirelessly to promote and grow programs to ensure the stability of the courts. She will take pride in their upkeep. Also, she contributes so much more than Tennis to this city. The sense of community she cultivates in her lessons, clinics, junior lessons, and Seabreeze High School team is inspiring. There is no one in our community more qualified, driven, and ready to assume the responsibility of the Ormond Beach Tennis Center.

Feel free to contact me at (386)453-6171 or erikgatlinperry@gmail.com if you have any questions or would like me to elaborate on Trishna's talents, achievements, and eagerness for this position.

Sincerely,



Erik Perry

167 Ridgewood Avenue
Daytona Beach, Florida 32117
(386) 253-7601

1780 Ocean Shore Boulevard
Ormond Beach, Florida 32176
(386) 441-1010



09/17/2023

Ref: Trishna Patel, Tennis Coach
Ormond Beachside Tennis Center

To Whom it may concern,

I have known Trishna Patel for several years, as have my family members, who have had the fortunate opportunity to have seen Trishna in the Ormond Beach Community and directly been involved in her wonderful Tennis programs. These programs have brought such development to the youth in our area, and helped many adults learn the wonderful sport of Tennis. Her commitment and passion to teaching the game of Tennis is second to none.

The opportunity Trishna brings to the area to manage and operate the Ormond Beachside Tennis Center and further develop and contribute to the game of Tennis, must be heavily considered. I have been operating the Royal Floridian and Royal Floridian South Resorts for the past 23 years and 12 years respectively, hosting families and providing great vacation experiences from those all over the Country. Learning of the potential to have Trishna so close presents so many opportunities to the Resort guests and of course the local area.

The Resort Management team has committed to ramping up Activities programs by increasing personnel and creating a more senior management role. There is great potential to have the Sr. Manager engage with Trishna and be involved in Tennis programs for our guests to enjoy and to use the Tennis facility.

Trishna is a reliable professional, driven, and an incredible ambassador to the game of Tennis. I truly hope she can grow Tennis in our area further and open the doors to a larger customer base by running the Ormond Beach Tennis center.

Please feel free to contact me at any time should you have any further questions or wish to discuss the growth Trishna can bring to the Tennis community.

Sincerely,

Alexis Bairstow, CAM
Executive Director, Resort Operations
Spinnaker Resorts



DAYTONA EMPLOYMENT

THE RIGHT PERSONNEL

To whom it may concern,

I have known Trishna Patel in a professional and personal capacity for over seven years not only as an excellent tennis coach, but also launching and navigating a highly successfully youth and adult tennis group which she coordinates for me, my children, and many others.

Trishna provides our community with revitalizing, motivating, energetic and valuable tennis education. We should be so incredibly proud that a woman with her tennis expertise decided to choose Ormond Beach as her home. Having recently been inducted into Brown University, Tennis Hall of Fame for her incredible efforts and success during her college era and beyond.

Her life before tennis was in Finance, based in Manhattan, New York which has put her in a good position to successfully manage her own enterprise and business.

In addition, her passion for tennis has spilt out into our local Seabreeze High School where for the last 2 years, she has championed the position of Tennis Coach for the Seabreeze team. Trishna's personal attitude to life is like a breath of fresh air. Her ethical stance is well respected within the community and amongst her students. She has a can-do attitude, and always thinks of others before herself. This has paid her back tenfold with her tennis following and the reputation she holds now.

As you may already know, she has recently started her crusade at the Casements Tennis Courts with the revival of the youth and adult groups. Ormond Beach needs to keep hold of such a well-educated, bright, happy, and enthusiastic individual. I highly recommend she is given the opportunity to flourish and develop the local tennis community in a location that is currently less than fully utilized.

Yours Faithfully

Claire Venables

Owner

Daytona Employment www.daytonaemployment.com

Macdata www.macdata.com



"Strategic Partners in Your Financial Future"

9/1/2023

Recommendation for Trishna Patel:

Trishna Patel is a fabulous person and tennis professional. She is extremely personable and knowledgeable in tennis as well as the business area. I would highly recommend her as the manager of Ormond Beach Tennis Center.

I am a financial advisor as well as a tennis student of Trishna's. She has an extensive knowledge of business and finance from her years of working in the financial field in New York. With her business experience and years of teaching tennis to children, tennis, and adults, Trishna would be well suited to manage the Ormond Beach Tennis Center. She is patient, positive and clear with her instructional comments as she is playing or feeding balls during a lesson or clinic. She knows the strategies and techniques her students need to know and most importantly, can communicate them in a manner that is positive and helps the player improve their game. She is quite an amazing teacher and I have taken lessons and clinics from her for about 7 years. I live in Bunnell and travel to Ormond for her instruction about once per week. My partner traveled from St. Augustine to improve her tennis from Trishna for several years. Because Trishna communicates well and is relevant with different age groups, Trishna would be an outstanding leader at Ormond Beach Tennis Center; offering programs appropriate to different age and skill groups. Also, her college career was very successful and she has been recognized by her college for her achievements per the article in the Daytona Beach New Journal.

Sincerely

A handwritten signature in cursive script that reads "Diane Whitt".

Diane Whitt

Office: 386.445.4257 • Fax: 386.446.8602
1 Florida Park Drive North, Ste. 105-B • Palm Coast, Florida 32137

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The LPL Financial logo consists of a stylized blue square icon followed by the text "LPL Financial" in a bold, sans-serif font.

15 September 2023

Letter of Confidence

To whom it may concern:

This letter is to serve as affirmation of my support for Trishna Patel to take over the lease and operations of the Ormond Beachside Tennis Center.

Trishna has provided both private and group tennis instruction and training to my family for the past 2 years. This has been an incredible experience and something my family has thoroughly enjoyed doing together. I have an extensive tennis background growing up, from a very young age through my twenties, even achieving a moderate level of success. Trishna has not only brought back the level of community I grew up enjoying; she introduced this amazing sport to my family, thus allowing us to share in this together.

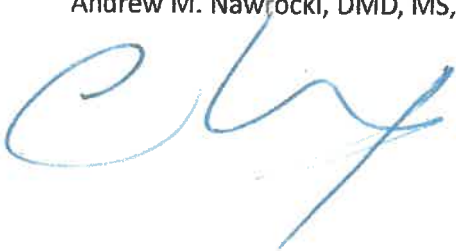
As a business owner in this community for the past 11 years, I understand the importance of community engagement, recognizing small businesses serve as the bedrock of all communities and economies. Trishna has the unique ability to not only offer a business model of expertise in the field of tennis to allow the tennis center to flourish, but also increase community engagement.

Tennis is an amazing sport and community. According to Forbes, "compared to a sedentary lifestyle, playing tennis extends one's life expectancy an average of 9.7 years", becoming the number one sport to achieve this. I believe this engagement and community is cornerstone in Ormond Beach, and I believe Trishna Patel possesses the ability to best offer this.

Please accept my full endorsement for Trishna Patel.

Sincerely,

Andrew M. Nawrocki, DMD, MS, PA



*Dr. Christopher & Allison Matthews
393 John Anderson Drive
Ormond Beach, FL 32176
Amatthewspa@gmail.com*

September 12, 2023

Dear City of Ormond Beach Commissioners & Ormond Beach Leisure Services Advisory Board:

When I consider the tennis community I've built here in Ormond Beach, my gratitude is directed towards Trishna Patel. Three years ago, I was introduced to Trishna through mutual friends. She was accessible and affable, ready to teach a novice client and develop them into a competitive player. Now, not only does she still provide me lessons, but she also coaches my children and husband. She goes above and beyond to make herself available to accommodate my husband's physician schedule and work around my children's school schedule through her Trailblazers program. Having had lessons from most of the tennis professionals in the surrounding area, I have yet to find a tennis pro who can provide these accommodations and expertise.

On a professional level, her mission is clear: to empower students/clients with the skillset and confidence to master the game. On a personal level, she has become a loyal and humble friend. Her unmatched caliber of coaching has spiked interest in the game and driven both novice and experienced players to her tutelage. She has instructed generations and garnered immense respect from the Ormond Beach citizens. The legacy she has earned cannot endure without a home to play.

Without hesitation, we affirm that Trishna Patel is the right person for the next chapter at the Ormond Beach Tennis Center. She will re-invigorate the location and Ormond Beach will be able to maintain talented professionals like Trishna in our local community.

Sincerely,



*Christopher J. Matthews, MD, FAAOS
Hand and Upper Extremity Surgeon
The Orthopedic Clinic
(O) 386.226.1354
(C) [727.946.1839](tel:7279461839)
matthews.christopherj@gmail.com*



*Mrs. Allison Matthews MPAS PA-C
Amatthewspa@gmail.com*

Vicki and Jeff Martin
890 John Anderson Drive
Ormond Beach, FL 32176
September 15, 2023

Ormond Beach Commissioners
Ormond Beach Leisure Services
399 US-1
Ormond Beach, FL 32174

I highly recommend Trishna Patel for the position of manager at the Ormond Beach Tennis Center. I have had the pleasure of knowing Trishna since 2016 when she began coaching my children at the Oceanside Country Club. Trishna possesses an exceptional understanding of the game and a genuine love and passion for tennis.

Not only does Trishna have the necessary qualifications, but she also has excellent communication skills and years of experience working with individuals of all ages, ranging from as young as 3 to 100. Her ability to plan, execute, and monitor the game is truly impressive. Trishna is flexible, patient, and has a remarkable character. She has consistently demonstrated her ability to motivate players and bring out the best in them.

Furthermore, Trishna's extensive 17-year career in business, following her degree in business from Brown University, has equipped her with valuable skills and knowledge. This experience has allowed her to successfully start and build her own tennis business when she relocated to Ormond Beach with her family.

Based on our experience with Trishna, the Martin family wholeheartedly recommends her for the position of manager at the Ormond Beach Tennis Center. Her passion, expertise, and business acumen make her an ideal candidate for this role.

Sincerely,

Vicki and Jeff Martin

Vicki and Jeff Martin
305-926-1772

vickiuseo1972@gmail.com

Letter of recommendation

TO
Trailblazers Tennis Academy
Trishna Patel

08/01/2023

Why we recommend Trishna Patel and her program

We highly recommend Trishna Patel as a coach as well as her program and staff. Through our daughter Summer Rennebeck we have had the pleasure of working with coach Trishna for the past two years and will continue to do so in the future. Coach Trishna is a driven and organized coach who develops inspiring relationships with her students.

Coach Trishna embraces any opportunity for professional development, which makes her an ideal coach and is proven not only by her induction into the Brown University Hall of Fame. Everyone in this area who we asked where to sign up our daughter for tennis recommended Coach Trishna.

Coach Trishna has a wonderful rapport with people of all ages, especially children. Her ability to connect with her students and her talent at teaching strategy, conditioning, as well as the love for the game of tennis, are all truly superior.

The improvement our daughter Summer has made in such a short time in and of the court is remarkable.

We can't wait to see where Summer's tennis journey will take her and recommend coach Trishna dearly.

**Thank you,
Chris, Kathrin and Summer Rennebeck**



To whom it may concern,

My name is Jill Upchurch, and I would like to strongly endorse Trishna Patel in her bid to run Ormond Beach Tennis Center.

I have known Trishna Patel for close to 7 years. Throughout these years, I have seen many facets of her as a person; a small business owner, a coach, a mother, a friend, and a member of the Ormond Beach community. If you spend time with her, you can see how important all these pieces are to her, and how much effort she pours into them all.

Trishna Patel is a highly respected tennis coach in the Ormond Beach Community with a very loyal following. Trishna has been involved with tennis since age 7, eventually going on to play for a Division 1 tennis team at an Ivy League school, and now as a USPTR certified coach. She draws her students, juniors and adults alike, from many of our local clubs. Trishna has an expectation of excellence on the court. That expectation level might differ based on the player, but she encourages everyone to take the sport seriously, and to play to their personal best. She does not tolerate poor sportsmanship, poor attitudes, or poor treatment of others on or off the court. Trishna took over coaching the tennis teams at Seabreeze High School 2 years ago. She has reinvigorated the program, and instills the same lessons of teamwork, hardwork, and good sportsmanship within this program. She created a sense of community within the team, and ultimately led them to compete at the State level in the 2023 season.

In addition to her extensive tennis experience, it would be an oversight to not mention that Trishna also has an impressive resume off the court. I encourage you to get to know Trishna as a person. I say this because I have had many interesting conversations with Trishna over the years about current events both locally and across the globe. She has provided insight and mentorship to myself and my children about college, academics and goals on and off the court. In short, she is the kind of person we want as a leader in our community.

Trisha balances her business along with being a mother to her 2 young children. Her children attend our local schools and live in Ormond Beach. Trishna is an active community member and has a vested interest in this city.

Trishna has chosen to live in our beautiful community and share her love of tennis with us all. Ormond Beach Tennis Center is a jewel within our community, and she wants to see it grow and flourish. This would not be a side-project for Trishna, but rather the foundation and springboard for her vision and passion. In short, Ormond Beach will only benefit by having Trishna in charge of the Ormond Beach Tennis Center.

July 3, 2023

Dear Sir or Madam,

My husband and I are attorneys and have been residents of Ormond Beach for approximately 21 years. Our family has known Trishna Patel for many years. I have been a participant in her tennis clinics at the Trails Racquet Club, and our children have both participated in the youth tennis clinics at the Trails as well. After participating in her youth clinics for several years, our eldest son had the opportunity to play varsity tennis for Seabreeze High School with Trishna as his head coach for the past two years. It was an invaluable experience, as Trishna has not only a professional-caliber knowledge of tennis, but also the desire and ability to instill teambuilding and sportsmanship skills among her players. With Trishna, it is not just about tennis, it is about community and instilling lifelong bonds. The experiences our son had at Trishna's youth clinics at the Trails were directly connected to his success as a member of the Seabreeze tennis team.

Wherever Trishna eventually ends up will be an enormous asset for the facility, the community, and the children who attend. Obviously, her skills as a tennis player and instructor cannot be disputed, but the fact that she also has the ability to teach in a manner that shows she truly cares about the children of our community is hard to replicate in today's day and age. Therefore, I would respectfully request that you accept her bid for the use of the city's facilities. Sincerely,

Brad and Cindy Gornto

September 18, 2023

Dear Mr. Carolin,

I am writing this letter to recommend Trishna Patel regarding her bid for the Ormond Beach Tennis Center Facility. My son and I have had the opportunity and pleasure to train with Trishna at the Trails Racquet Club for several years. As a result of Trishna's training, my son had the opportunity to play varsity tennis for Seabreeze High School this past year. She is an excellent tennis player and instructor who highly values her community. This is apparent in her ability to not only teach great technical skill, but also her ability to consistently develop outstanding sportsmanship skills amongst her players. In addition to her deep understanding of the sport, Trishna has studied Finance and Business at Brown University. I believe Trishna's educational background and experience as a successful instructor will benefit the facility for the following reasons:

1. The Ormond Beach Tennis Center is a beautiful facility that is not being utilized to its full potential. I wholeheartedly believe that Trishna has the potential and experience to make the best use of this facility;
2. Trishna has had much success with her youth and adult tennis clinics, and I believe she has the ability to continue that success by establishing great junior and adult programs at the facility; and
3. I believe Trishna can create a great public tennis facility beachside, which is currently lacking. It does not seem as though the facility is currently open on the weekends and evenings for school-age kids and adults to use. I know that Trishna will change this.

I have no doubt that Trishna will make an exceptional addition to the facility. She is a skilled, dedicated, and motivated individual who truly cares about our community. Therefore, I respectfully request that you accept her bid for the use of the city's facilities. Please feel free to reach out to me at ekistemaker@e-kbusinesslaw.com or (386) 310-7997 ext 703 if you require any further information or have any questions regarding Trishna.

Sincerely,

Erum S. Kistemaker, Esq.



407-242-9830



praiseappraisals@outlook.com



1 La Costa Ct, Ormond Beach, FL

16 September 2023

Dear Mayor Partington, Deputy Mayor Briley, City Manager Shanahan, Commissioners Sargent, Persis, and Tolland, and Director Carolin,

It is with great excitement that I write this letter to recommend in support of Trishna Patel's application to manage operations of the Ormond Beach Tennis Center. My husband and I have grown up in this town, and we are raising our four kids in this beautiful city. We have been involved in all recreation sports from swimming, soccer, basketball, flag football, and tennis. We have been playing tennis for many years and have had the privilege of being trained by just about all tennis coaches currently training in Ormond Beach. Trishna is by far the most skilled, driven, kind, and organized coach we have had the privilege to learn from.

Our family has a real estate business and we love to highlight local business owners and celebrate the wonderful people that live in our town. "Ormond Beach Neighbors", will be highlighting Trishna in October as she is a person this town deserves to know.

We have seen Trishna grow her tennis athletes - adults, children and students! She has a devoted following and continues to grow her impact - including continuing as the Seabreeze High School Tennis Coach. Her dreams and ambition to grow the tennis community is exciting. It is time for Ormond Beach to put this program into the hands of someone that has passion, goals and vision for making the tennis community the best it can be. We have seen other sports grow in this town, but tennis has been lacking a dedicated vision, growth and pride.

Trishna is more than qualified for this role and will take the tennis community to the next level!

Sincerely,

Praise and Chris Dunlop

Dunlop Homes/Dunlop Home Valuations

June 21, 2023

Re: Trishna Patel

To whom it may concern,

The first time I met Trishna Patel, I was covering the Seabreeze High School tennis teams' match against Father Lopez for the Observer on March 3, 2021. It was her first season as coach of the boys' and girls' teams. At that point, her goal was to establish a combined team based on camaraderie and mutual support. She surpassed her goal—the team was undefeated the first half of that season.

Over the past two years, I have noticed a trend with Trishna. She sets a goal for her student-athletes, meticulously develops a plan for them and helps them execute that plan to the best of their abilities. There is a strong bond and mutual respect amongst the players and their families. I have witnessed their sense of responsibility, not only to the team but the sport of tennis itself. Multiple times, Seabreeze was the only team to continuously dry the courts after torrential downpours. That commitment stems from their coach—Trishna Patel. She leads with her passion for the sport and a heart-on-the-sleeve attitude for training student athletes.

This year, the Sandcrab boys and girls brought home the District 5-3A Championships with three singles trophies, six doubles trophies and an entry to the state championship for one of the girls' doubles teams. The boys won the 3A Regional Championship which also led to a berth at the state championship.

I have met many coaches while covering local teams for the Observer and have seen a variety of different styles and approaches. They run the gamut from the strict disciplinarian, the verbally berating and the fun-loving. Coach Patel strikes a beautiful balance between nurturing instruction, respect for her players and the instillation of work ethic. She brings the experience of playing tennis at Brown University—a Division 1 school—and knowledge from attending that Ivy League school, to any training experience she chooses to be involved with or venture she supports.

Trishna Patel would be an asset to any community center and sporting facility. Her ease with people, coaching expertise and her passion for the sport would be a boon to both program development and membership growth in any business.

It has been my pleasure to watch the Seabreeze tennis program evolve successfully under her tutelage. Personally, I am pleased to have had the privilege of meeting Trishna. She is an outstanding human being and a star in our community.

Warmest wishes,

Michele Meyers
386-214-1412
michele meyers photography.
<https://michelemeyers.photography/>

September 12, 2023

To: City of Ormond Beach Commissioners
Ormond Beach Leisure Services Advisory Board

Dear Advisory Board Members,

I am writing in support for Trishna Patel to be chosen as the next manager and operator of Ormond Beach Tennis Facility.

I have been a mentor to Trishna for over 20 years and during her 16 year finance career in NYC. We met as colleagues in business in NYC. I work for the Wall Street law firm Barnes and Thornburg LLP.

When Trishna described this unique opportunity with the City tennis courts, she did so with much excitement. She shared with me many ideas for the longevity of this tennis facility and a genuine desire for it to turn into a destination place for Ormond Beach in the future.

As my colleague and friend, what is most remarkable about Trishna, is her unwavering commitment and winning mentality which she applies to whatever she takes on. She does not shy away from challenges and seeks out the necessary resources within her teams and community to achieve goals. Someone without these qualities could not be successful in NYC and have the career that she was able to compile.

When she moved to Florida with her family, she changed careers bringing tennis, her other passion, to the forefront. Whilst most people could not and would not have the courage to take such a risk while caring for young children, her decision is yet another example of how she is capable of tackling challenges with grace. She takes measured risks, training she received while working in Risk Management for Citigroup for many years.

Overall, Trishna is an asset to any community and business she is associated with. Her track records in business and tennis are exemplary and the City of Ormond Beach should be proud to have someone like Trishna running their tennis facility.

Sincerely,



Stefan McGrath, Of Counsel
Stefan.mcgrath@btlaw.com
145 Hicks St, #B34
Brooklyn, NY 11201

September 16, 2023

City of Ormond Beach Commissioners
Ormond Beach Leisure Services Advisory Board

Re: Trishna Patel

To Whom it May Concern:

I am writing in support for Trishna Patel to be chosen as the next manager and operator of Ormond Beach Tennis Facility.

I've known and mentored Trishna for over 25 years. We met as colleagues when we both worked on Wall Street in NYC. I have always been impressed by Trishna's ability to set and reach her goals. And I have witnessed her ability to understand the overall goal in business dealings while at the same time tackling and managing the small tasks necessary to bring a project/goal to fruition. Her approach in business, as in life, has always been with an eye on the big picture. and she would highlight and pursue the greater good in her business dealings.

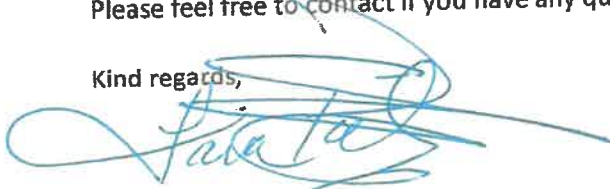
Even when her was focused on her professional business pursuits Trishna always found time to play and teach tennis on the weekends with her tight knit group of doubles partners, despite the long working hours customary for investment bankers. And she often gave her time to teach at the local junior tennis program. Her history and connection to the sport come though in a genuine and authentic way. And she's passed that along to her own children, as well as my son, and all who have the privilege of being taught by Trishna. What sets Trishna apart is her character, trustworthiness, discipline, determination and high standard of ethics she holds herself and those surrounding her to.

When Trishna told me about this position with OBTC and her ideas for the facility I didn't hesitate to offer my support because Trishna would be an asset to your and any community she chooses to call home.

On a personal note I would like to add that Trishna is a dedicated and loving mother to her two boys, Ronan and Shai, both of whom were
My family and I were fortunate enough to be present when Trishna received the Athletic Hall of Fame award from her alma matter Brown University in November 2022. Every professor, coach and teammate in attendance praised Trishna for the astounding athlete and professional she is.

Please feel free to ~~contact~~ if you have any questions.

Kind regards,



Tara Pietz
tara.pietz@doc.nyc.gov
253-507-2984

Ryan Ochipa Ins Agcy Inc

Ryan Ochipa, Agent

785 W. Granada Blvd, Suite 1
Ormond Beach, FL 32174-5163
Bus 386-677-1119
ryan.ochipa.scz4@statefarm.com
www.ryanochipa.com



To whom it may concern:

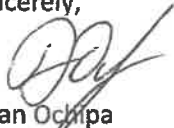
I am writing to recommend Trishna Patel as a public tennis coach in the City of Ormond Beach. I would very much like to see her obtain a contract to use local courts on a regular basis. I think she is an asset to our community and people like her are hard to come by.

If you look into Trishna's tennis history and experience, it is easy to find that she is extremely accomplished. Not very many people in this world can reflect back on athletics and take pride in the fact they have been inducted into the Hall of Fame at a major University. That is top notch, and she clearly has ample tennis experience and advice to share. I leave that research to you. But what is not so easy to look up and determine, is a person's character.

My 17-year-old daughter has been coached by Trisha Patel for 6 years. I can tell you with no doubt, that Trisha has been nothing but a positive influence in my daughter's life. She does not just teach tennis, she teaches confidence, independence, responsibility, accountability, and leadership. She is loving and firm. Haylee has grown from her interaction with Trisha in ways that her mother and I cannot always reach her. To me, this positive & personal influence is far more important than any tennis match. Not everyone can be a world class athlete like Trishna, but we should all strive to be the best version of ourselves, and I believe Trishna understands and pushes for this. It is amazing how coaches have such an undervalued but profound influence on our children. Trishna realizes her opportunity to influence and seizes it. I have full faith in her values, or I would not entrust her with my daughter. I would tell anyone who asked, that their kids will be better people because of the time they spend with Trishna Patel.

I would highly recommend her, and I am thankful she has been an important person in our family life.

Sincerely,


Ryan Ochipa

To Whom It May Concern,

I am writing this letter as a reference for Trishna Patel, one of our local tennis professionals in the greater Daytona Beach area. Initially, I'd like to say my background in tennis began 49 years ago and since then I've been a former tennis coach at Atlantic High School for 20 years, (Coach of the Year twice), I've given a multitude of private lessons, once to Kristina and Lindsey Zieglar, who eventually became State Individual and Doubles Champions when they played for me in high school at Atlantic HS in Port Orange, FL. I've retired, but I still give some private individual lessons and have worked the last 9 years at Wake Forest University in Winston-Salem, North Carolina for 5 weeks teaching tennis in their summer camp program. I've also given free tennis lessons for a number of years at the Derbyshire Courts in Daytona Beach to children who wanted to learn how to play tennis.

Trishna Patel was in charge of running a tennis program called "The Trailblazers," at The Trails Racquet. It was an after school tennis program. I didn't know Ms. Patel, but she contacted me and asked if I was interested in working for her. We met, spoke and I seriously looked at the program she was running. I was very impressed, so I began working for her, teaching tennis in September of 2022.

I can emphatically say during this time I've learned that Ms. Patel has an abundance of knowledge and experience when it comes to developing students' skills in tennis. She runs an excellent tennis program, a lot in similarity to ones that I've worked in the past and still work at. She combines developing tennis skills with having fun (very important) and monitoring students' ability and progress, while ensuring proper techniques are being taught.

Trishna Patel is also the Seabreeze Tennis Coach and I've worked with some of her players this past year, also. She is an excellent high school coach who instilled in her players how important a work ethic is for success. The result of her coaching was Seabreeze winning their districts and one round of regionals.

Prior to coming to Florida and building the Trailblazers Program, Trishna worked in finance in New York City for 15 years. Her unique background in both tennis and business makes her an ideal candidate to run a tennis facility and create a successful program for the community.

I would highly recommend Trishna Patel as someone who has the ability and experience to run an excellent tennis program. She is an asset to our community. Please feel free to call me if you have any questions.

Thank You,

Vincent Abbaleo
386-290-5538

Aug. 7, 2024

To Whom It May Concern,

This letter is meant to endorse the capabilities of Trishna Patel, one of the finest professional tennis instructors in the Volusia County area.

While such a label may be subjective, this is not: Trishna's credentials are impeccable, and her experience is vast.

The Trailblazers Tennis Academy she has run for several years at the Trails Racquet Club has evolved into a vibrant program, designed for junior players of all levels and aspirations. In addition, Trishna has a solid adult clientele benefiting from both private and group lessons, with Trishna assembling a fine group of teaching pros to assist her.

Trishna is a graduate of Brown University where she compiled a stunning record, being named the Ivy League Player of the Year in 1997; last year she was named to Brown's Athletic Hall of Fame.

Such credentials are rare. To have those credentials among us in Volusia County is rarer still.

The bottom line here: Any facility would be well-served to be associated with Trishna Patel.

H.A. Branham
PTR Teaching Professional
Ormond Beach, Florida
386.566.8523

elena svyatkina
Support Letter
Jul 30, 2023 at 6:35:11 PM
tplaystennis@gmail.com

Dear Sirs,

My name is Elena Casey , I'm USPTA certified tennis instructor and work as a tennis coach in Ormond and Daytona area for 8 years . Me and Trishna did our license together . Her program has over 50 juniors on all levels and I was happy to work together whole last season . Kids enjoy fun lessons in group and individual format , introduced to competitive game , some are high school team members. Her program is one of the best in our area and I will gladly continue working with Trishna And developing Tennis in Ormond
Elena Casey

Sent from my iPhone

August 28, 2023

Letter of Recommendation

I am writing to you today to express my enthusiastic endorsement for Trishna Patel in her quest to take on a tennis leadership role where she can further utilize her impressive set of skills to grow our beloved sport. As a former student of Trishna for over a decade, I can confidently vouch for her exceptional tennis acumen and ability to communicate in a clear and concise manner. Her infectious passion for the game has inspired me and countless others to strive for greatness.

Trishna's unique qualifications, including her international tennis playing experience, Ivy League student-athlete background, and her extensive coaching experience make her an outstanding candidate for any organization. She has a holistic approach towards coaching, which is intensified by her diverse experience, and a proven track record of success.

All the best,



Lynn and George Opelka

The Parsons

September 14, 2023

City of Ormond Beach
Leisure Services
Attn: Robert Carolin
399 North US 1
Ormond Beach, FL 32174

Re: Bid RFP2024-02.
Management and Operation of Ormond Beach Tennis Center

Dear Mr. Carolin:

I am writing this in support of Trishna Patel becoming the operator for the Ormond Beach Tennis Center. Our family has known Trishna for over five years as she has been developing a tennis program for the Trails Racquet Club.

As a young mother in the 1980s, I became involved in the tennis program at the Ormond Beach Tennis Center. My children would walk over from St. James Episcopal School and work with Gary Heatwole in elementary school through middle school and then in high school. Gary seamlessly made tennis fun while they were developing skills and learning the rules of the game. At the same time, he taught the players how to compete with integrity and both win and lose exemplifying good sportsmanship.

My grown children have carried these lessons into their adult life.

52 Choctaw Trail, Ormond Beach, FL 32174
pparsons9256@icloud.com

386.290.5272

Now as a grandmother, for the past five years, I have had the privilege of observing Trishna Patel develop the tennis program at the Trail Racquet Club. Trishna does all of those things I witnessed with my own children for my grandchildren and more. In 2017, my now 10-year old grandson started taking lessons from Trishna while in kindergarten. Trishna had five students at the time. I have watched her grow the program through 2023, where she now has 45 students and a waiting list for her classes. She employs many local tennis pros so she can divide her classes by age and skill, giving each child personal attention. Most importantly, Trishna emphasizes integrity and good sportsmanship above all else.

What you may not know about Trishna is she just completed her second winning season as the tennis coach for both the boys and girls tennis teams at Seabreeze High School. This past year, she was inducted into the Brown University Tennis Hall of Fame - quite an honor! She also spent over 15 years as an investment banker in NY before coming to Ormond Beach to pursue her true passion, tennis.

Trishna Patel is the perfect person to manage the Ormond Beach Tennis Center. She wants to grow tennis in the Ormond Beach community and bring families together to play the sport. She will continue to build a cohesive program to serve both juniors and adults that will make our community proud. She wants to develop adult leagues and evening clinics. She certainly has the support of all of us involved in her programs now. Her background in finance gives her the skills to run a profitable program. She has my support, my family's support, and the support of so many in the community!

Please contact me if you have any questions.

Yours truly,

Patti Parsons

From: Paula Wehr Paulawehr@cfl.rr.com
Subject: Contract to Run Ormond Beachside Tennis Center
Date: Sep 15, 2023 at 1:53:42 PM
To: tplaystennis@gmail.com

Dear Mayor Partington, Deputy Mayor Briley, City Manager Shanahan, Commissioners Sargent, Persis and Tolland, and Director Carolin,

I am writing today in support of Trishna Patel's application to manage operations of the Ormond Beachside Tennis Center. I've been a tennis player for over 40 years on a club and USTA team level. I've been taking clinics with Trishna for several years and find her to be one of the best all-around coaches with whom I have worked. She has a devoted following of seniors, adults and juniors, all of whom are willing to follow her to whatever facility she uses.

But in addition to being a top-notch tennis coach, she has a business degree from Brown University and over 15 years of experience working in finance in New York City. She has also successfully run her own business as a tennis coach since moving to Florida in 2015, starting from the ground and building up her client base. She has many innovative ideas for growing the tennis community in Ormond Beach and for utilizing the OB facility much more fully.

Thank you for considering my comments. I hope you will award the contract to Ms. Patel.

Paula Wehr
Ormond Beach, FL

Ormond Beach City Commissioners
Leisure Services Advisory Board
Sent via Email

September 11, 2023

**Dear Honorable Commissioners and the Members of the Leisure Services
Advisory Board:**

I endorse Trishna Patel's bid for the Ormond Beachside Tennis Center. I've known Trishna for four years, and I've seen her incredible journey as a coach and community leader.

Her time with the Trailblazers Tennis Program shows what she can do for youth programming. Seven years ago, she took a small program with only four students, and today, it thrives with over 50 students, a testament to her dedication and ability to inspire a love for tennis.

Off the court, she's excelled in business operations, staffing, marketing, and fundraising, all while developing players for the GVTL and USTA leagues. She is well-known in the tennis community which will bring more engagement and participation to the Ormond Beachside Tennis Center.

Trishna's unwavering dedication and visionary outlook for tennis in our community make her the ideal candidate to elevate tennis in our city.

Sincerely,

Jeri Delgado

☎ 386-451-9137

✉ jmostuw@gmail.com

9/6/23

TO WHOM IT MAY CONCERN

ORMOND BEACH COMMUNITY LEADERS

Ormond Beach Tennis Center has incredible potential for our beachside community. As an Ormond native, it has been exciting to see the evolution of the center recently, since Coach Trishna Patel has moved her tennis activity to the facility.

In her most recent role as head tennis pro for The Trails Racquet Club, Trishna started and has grown Trailblazers junior program to nearly 50 kids! She also serves as head coach for the tennis team at Seabreeze High School.

Last year Trishna was inducted into the Brown University Hall of Fame. During her junior year at Brown, as she was earning her economics degree, she was named the Ivy League Player of the Year. Prior to beginning her tennis career, Trishna worked in investment banking and risk management in New York City. At age 13, Trishna moved away from her family in India to pursue a scholarship opportunity at IMG Tennis Academy. Trishna is an achiever. She is brave. She takes challenge seriously, and takes pride in herself and her achievements.

There is no doubt that our beachside community will benefit from frequent activity at Ormond Beach Tennis Center. Under Trishna's leadership, the facility will stay busy and the grounds will stay well-maintained. Businesses along Granada Blvd. and surrounding the facility will benefit from the increased traffic. This is a win-win.

Trishna is well known and well-respected in our local tennis community. She has a strong following of tennis family enthusiasts. She is competitive. She is highly intelligent. She exemplifies and teaches sportsmanship first. She encourages her juniors to focus, showing them that hard work and dedication yield success. I am proud to say we are current clients – she has taught me as well as all three of my children. I fully support Trishna's efforts to grow her program in our beachside backyard.

SINCERELY,



DAI DURRANCE YOUNG
386.547.0065

August 1, 2023

Ormond Beach Leisure Services

Re: Trishna Patel and Ormond Beachside Tennis Center

To Whom it may Concern:

I have lived in Ormond Beach all my life and have loved the game of tennis since I was five. I am the co-owner and COO of Premier Resorts and Management, Inc., which owns and manages five hotels in Volusia County. I am currently a board member and Chair of the HR Committee for the Halifax Area Advertising Authority and an Executive Board Member of Food Brings Hope, whose mission is to aid every homeless child and their families in Volusia County.

My wife, Karishma Naran, is an artist who has been featured in People Magazine and whose work can be found in several 5-star restaurants in NYC, Miami, and Houston, and in Ormond Beach. She was a board member for Ormond Beach Memorial Art Museum from 2017 to 2021.

Trishna has been Sajin (Age 10) and Sai's (Age 8) tennis coach since 2019. Both my boys are opposites in their competitiveness, and she has been able to find ways to motivate and teach both lessons not only that benefit their game, but their attitudes as well.

Sajin is very competitive, and very eager to learn and to progress. Sometimes too eager and will want to learn strokes that he isn't ready for. Trishna has a way with getting him little bits so that he stays engaged, yet makes it clear to him that he first needs to master (for lack of a better term), other techniques first.

Sai, although athletic, is not nearly as motivated. Pretty much every sport we tried he wasn't interested in. Tennis was the same until he started with Trishna. She found ways to engage him, and almost "trick" him into loving the sport. She did these with fun, but challenging drills that let him "goof" off while learning the sport itself.

Trishna understands that each child is different and can adjust her coaching style to ensure that kids fall in love with the game. We fully support her bid for the Casement Courts and look forward to seeing her bring more community engagement to the beachside location.

Sincerely,

Samir and Karishma Naran

730 S. Atlantic Avenue, Suite 102, Ormond Beach, FL 32176 • Phone: 386-677-8882

Dr. and Mrs. Joshua Horenstein
407 Wingspan Drive
Ormond Beach, FL 32174
Heidi.horenstein@gmail.com
P: (386) 882-4343

September 12th, 2023

Regarding:
Ormond Beach Tennis Club
38 E. Granada Blvd
Ormond Beach, FL 32176

To whom it may concern,

We are writing to enthusiastically recommend Trishna Patel for the position of Manager and Operator of the Ormond Beach Tennis Center. As a highly knowledgeable and accomplished tennis professional, Trishna possesses the skills, expertise, and passion necessary to make a tremendous impact in our local community. We have had the pleasure of working closely with Trishna for the past two and a half years. She has an impeccable understanding of the technical aspects of tennis and the ability to effectively communicate and instruct on and off the court.

Trishna is well-known for cultivating a positive and supportive environment. Moreover, Trishna is highly adaptable and always willing to incorporate new coaching techniques and strategies into her lessons. Her commitment to excellence and constant drive to improve, both as a tennis professional and a business owner, further sets her apart.

Beyond her technical expertise, Trishna has consistently demonstrated remarkable interpersonal skills, professionalism, and integrity. We have no doubt Trishna will seamlessly integrate into managing the Ormond Beach Tennis Center and positively contribute to the growth and success of the tennis facility. Her dedication, elite skillset, and collaborative approach make her the ideal candidate for this position.

Please feel free to contact us if you require any additional information. We are confident that Trishna Patel would be an invaluable asset to the Ormond Beach Tennis Center, and wholeheartedly endorse her bid to manage this coveted facility.

Sincerely,



Dr. Joshua Horenstein and Mrs. Heidi Horenstein

August 28, 2023

To Whom It May Concern,

I am writing in support of Trishna Patel. I have known Trishna personally and professionally for over 10 years. She has a great work ethic, she is honest, respectful and amazing at tennis! Trishna is a great asset to the tennis community and is well respected by all of her clients. We would follow Trishna anywhere to play tennis with her. She is a hard working mom of two, a good friend and a great coach!

Thank you,

Christine Schimenti Berlanti

September 1, 2023

To, City of Ormond Beach Commissioners & Ormond Beach Leisure Services Advisory Board,

This is a letter to explain a little about Trishna Patel. She is without a doubt an inspiration to watch on and off the court with her experience and love for sport and for people.

Being one of Trishna neighbors, I see how much she loves her children and is constantly outside doing activities. She seems to never run out of energy. Also, her involvement in the community is outstanding as you will see outlined below.

She started the Trailblazers youth program 7 years ago with only 4 students, and now she has more than 50 students. Also, she is in her second season with Seabreeze High School and took the boys and girls to the Florida State Championships.

Her energy and excitement is what draws people to her program. Also, she stays involved in all aspects of her operation to make sure things run correctly with staff and with clear communication with all involved. The community knows they can count on her to run smooth and exciting programs. She has a large adult following as well that do the GvtI league and USTA.

For all of what I have mentioned above, I know that she is the person to take over the OBTC operation. She will bring excitement to the courts there and great programs, along with a more streamline operation of courts being open and other fun things that can be offered to the public.

I know I am only one of many that hope you grant her the opportunity to take the OBTC tennis operation to the next level.

Sincerely,



Tyra Roberson

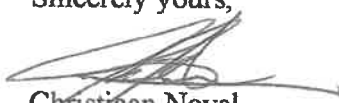
To whom it may concern,

Moving to another state is never easy, especially when kids are involved. My wife and I together with our boys, 15 and 8, moved from Texas back in 2021. It wasn't an easy decision, but a move had to happen. Our boys started playing tennis just before the pandemic hit and when the decision was made to move here in Ormond Beach, we researched schools and then a new tennis program to ensure continuity of learning to play the sport that our boys have grown to love. Upon researching the area online, I came across a few programs and reached out to Coach Trishna even before we moved. The Trailblazers tennis program came highly recommended when I researched online more specifically through Facebook and when I initially got in contact with Coach Trishna, she immediately made me feel comfortable even though they were just through text messages and email messaging back and forth. Almost a month into moving here, my oldest son, Ewan, started with Coach Trisha's program and our son immediately felt welcome with her help and how welcoming the other kids were as well in her program. The older kids my son was already training with her for about 2 years, but they also welcomed my son with open arms. My son has gone on to play USTA Junior Team Tennis for the Trailblazers program and eventually became good enough to play for the varsity tennis team of Seabreeze High School wherein Coach Trishna eventually became their head coach in 2022. Then our youngest son, Evann, joined in her program and has loved tennis ever since as well. Our youngest son has also started playing USTA Junior Team Tennis for the Trailblazers Tennis program and I've seen all the kids' improvements, not just our boys, but all the other 40-45 kids in the program firsthand because I was so impressed with how the program has been going the last two years that I started volunteering my time in helping out with the program as I too play tennis. Since then, Coach Trishna has coached the Seabreeze High School team to its first District and Regional 3A-5 Championship in years and had the Boys HS team and the #1 Girls singles and #1 girls doubles team make it to the Florida High School State Championships just this past 2023 Spring season. This upcoming 2024 spring Tennis season, I have volunteered to also become her Assistance coach at Seabreeze High School.

Coach Trishna is loved by many and appreciated for all her efforts, and we would like her program to continue to grow and bring out the best of the kids not just in playing a sport we all love but also teaching them character and learn things about themselves through tennis and competing. We would love to see our tennis community grow moving forward and what better way than through the Trailblazers Tennis program and coach Trishna Patel guiding the kids in this community. The Ormond Beach community needs more of these opportunities through sports for the children and for adults as well that want to play tennis.

We love the Trailblazers tennis team and Coach Trishna. Me and my family are forever thankful to Coach Trishna and the Trailblazers Program.

Sincerely yours,



Christiaan Noval

Letter of Support

To: City of Ormond Beach Commissioners & Ormond Beach Leisure Services Advisory Board
Re: **Trishna Patel -- Ormond Beach Tennis Center Bid**

04 September 2023

To Whom It May Concern,

It is my immense pleasure to write this letter in strong support of Trishna Patel's application for the Ormond Beach Tennis Center. I grew up in Charleston, South Carolina and have played tennis since I was young at highly competitive levels including on the national circuit and at Clemson University as a Division-I athlete. I come from a family that has managed tennis centers for as long as I can remember. I am now a mother of two children and have a passion for them to experience the same type of enjoyable, engaging, uplifting, and quality training that I received as a child.

This is why I wholeheartedly endorse Ms. Patel.

From the moment I met her, I have been beyond impressed with the culture she has created for the tennis community in general and my children specifically here in Ormond. In truth, all of Volusia County is well-represented by her client base and deeply impacted by her expertise. Not only is she incredibly qualified to teach youth tennis (as is evident from her resume, experience, and exhaustive award list) she has created a truly special tennis experience for families in the area. When we moved to Florida in 2021, we enrolled our children in multiple tennis programs and were met with disappointment after disappointment, almost to the point of giving up on the local tennis community, until trying out a tennis clinic led by Ms. Patel. Not only does she hold and help children achieve the highest standards of the game but – more importantly – she has created an encouraging fun environment for youth that has left my children consistently asking to come back for sessions because they love it so much. This effect spans even beyond children to the entire family unit. In addition to kid's programs, I have met multiple peers who absolutely love her adult programming as well.

We feel so blessed as a family to have met and learned from Ms. Patel these last two years. She is truly an asset to this community. The Ormond Beach Tennis Center would greatly benefit from her involvement. I would be more than happy to discuss this further with any parties interested.

Sincerely,

Samantha Dunn
Samantha Dunn

Ormond Beach Leisure Services Advisory Board
Ormond Beach City Commissioners

September 11, 2023

Subject: Endorsement of Trishna Patel for bid at Ormond Beach Tennis Center

I am writing to express my support for Trishna Patel's candidacy for the bid at the Ormond Beach Tennis Center. Trishna's remarkable qualifications and contributions to our local tennis community make her the ideal choice for this crucial role.

Trishna is not only a well-known and highly respected tennis professional in our area but also a true ambassador for the sport. Her dedication to tennis education and her ability to inspire both junior players and seasoned athletes are truly commendable. Countless individuals, including myself, my husband and children, have benefitted from her exceptional coaching skills.

Trishna's role as the coach of the Seabreeze High School tennis team exemplifies her coaching prowess. Under her guidance, the team has flourished, not only in terms of victories but also in fostering a love for tennis among our local youth. Her mentorship extends far beyond the court, shaping the character and discipline of our young athletes.

Furthermore, Trishna's prestigious status as a tennis Hall of Famer from Brown University underscores her own achievements as a player and her deep understanding of the game. Her knowledge and experience in tennis are unparalleled, making her an invaluable asset to our community.

In addition to her impressive credentials, Trishna is held in high regard by our community members. Her warm and approachable personality has endeared her to all who have had the pleasure of knowing her. Trishna's ability to connect with individuals of all ages and skill levels is a testament to her character and makes her an excellent fit for the Ormond Beach Tennis Center.

In conclusion, I wholeheartedly believe that Trishna Patel is the perfect candidate to lead the Ormond Beach Tennis Center as Head Tennis Pro. Her passion for tennis, coaching expertise, and outstanding reputation in our community will undoubtedly contribute to the center's success. I urge you to consider Trishna Patel for this pivotal role, as I have no doubt she will excel as the head of Ormond Beach Tennis Center.

Thank you for your time and consideration.

Sincerely,

Katie Randall

Ormond Beachside Tennis Center
38 E. Granada Blvd.
Ormond Beach, FL 32176

August 28, 2023

My name is Lara Butera, and I am proud to recommend Coach Trishna Patel to bring her outstanding tennis program to Ormond Beachside.

My children and I decided to try tennis a year ago. We asked around and every single time Coach Trishna was recommended. Her program was the best for kids and for beginners, which we definitely are. Trishna had me out for a trial lesson to see what I could do- which was not much! She was incredibly patient and knowledgeable; which makes sense as she is a top star athlete with endless achievements, championship titles and honors from several tennis programs and her alma mater, Brown University. A year later, my family's skills have grown and emerged into real tennis players!

The Juniors program was equally impressive. She passed down her way of teaching to her pros and remained on site for each group's lessons; overseeing the teaching and reinforcing the moves taught that day. Teaching young children is a massive task for patience and follow through and Coach Trishna understands and succeeds at that, most likely due to being a mother herself. She ran a very successful program at The Trails Tennis Center, usually having 4+ full courts going at a time per class. Additionally, she is Head Coach for the all-star Seabreeze Tennis team and ran those practices after her privates and Juniors Clinics.

Coach Trishna is a woman of integrity, patience, education, and talent. She is fully dedicated and committed to bringing and teaching tennis; her passion, to students of all ages.

If you have any questions, I am available!

Thank you for your time!

Sincerely,

Lara Butera

laralati@gmail.com

386-852-3933

From: Kenna Drymonis kennamac1026@me.com
Subject: Recommendation
Date: September 15, 2023 at 8:25 AM
To: Kenna Drymonis kennamac1026@me.com



Ormond Beachside Tennis Center
September 25, 2023
38 East Granada Blvd.
Ormond Beach, FL 32176

I am writing to recommend Ms. Trishna Patel for the position at Ormond Beach Tennis Center. I have been a citizen of Ormond Beach for almost 20 years and am so thankful to have found Coach Patel.

I have known Trishna since 2022 with enrolling my daughter in her beginner kids tennis program at The Trails Racquet Club. I have nothing but positive things to say about her program. She exemplifies patience, sincerity, and leadership. Her ability to keep the kids engaged while learning tennis is above and beyond. I also took beginner adult lessons with Coach Trishna and am happy to say I am now playing 4-5 times per week.

With her impressive tennis background and achievements in the sport she is the perfect candidate to takeover this facility. As a graduate from an Ivy League school she has tremendous knowledge for business and with her experience as a Division 1 tennis player she has a unique perspective for the game.

I have always known Coach Trishna Patel to be of sound character, with the ability to lead and help the community grow in this sport. I am certain these cultivated skills will allow Trishna to excel at OBTC.

Please feel free to reach out with any questions
Sincerely,
Kenna Drymonis
386.235.8915 or kennamac1026@me.com

To Whom It May Concern:

It is with great honor that I write a letter of recommendation for Trishna Patel. I met Trishna 6 years ago while our kids went to the same preschool. Over the years, I have seen Trishna transform our local tennis team into a competitive and well-respected program. Recently, my daughter has trained with her at the trails tennis center. Her pride and determination to nurture young kids while inspiring them to enjoy competition is invaluable. I am very proud to call Trishna a friend and I can thoroughly vouch for her character and abilities.

Trishna's love for her athletes and her determination to see them succeed helped athletes thrive to accomplish achievements they may never have known otherwise. Her passion and commitment leaves athletes with greater understanding and preparedness. She is a very knowledgeable coach with sound discipline and good instruction. She leads by example and is able to motivate athletes to become not only better players, but also better kids. Trishna not only wants to see her players do well, but also her community thrive.

As an Ormond Beach native, I know how important it is to have someone like Trishna leading the community. I am also a 3-sport athlete graduating locally from Seabreeze High School. After playing collegiate volleyball, I transitioned to play on the professional beach volleyball tour. As a former professional athlete, I appreciate the efforts Trishna is doing to give back to our own community. I take pride in knowing that she is leading our youth in the right direction. The time and effort Trishna puts into the programs that she runs is hard to quantify. She puts in great effort and care because of her love and devotion to the community and the sport of tennis.

Trishna is a tremendous blessing and has my highest recommendation. If you have any further questions with regard to her character or qualifications, please do not hesitate to call me.

Sincerely,

Larissa Maloney

27 June 2023

For Whom It May Concern,

I highly recommend Trishna Patel as a tennis professional/coach. My son, Hunter, has participated in her tennis programs for about 4 years. Most recently, she has served as his tennis coach for his high school team (Seabreeze High School).

Her technical tennis abilities are evident in her past success as a tennis player. As a coach, she is also successful. She maintains a professional and encouraging demeanor while working with the kids. Her practices are well-paced providing a mixture of drills and match play. She keeps the kids engaged and has fostered a positive and supportive team atmosphere. Under her supervision, the Seabreeze High School Team won the District and Regional Tennis Tournaments.

Trishna Patel is a wonderful person and tennis professional, and I am happy to act as a reference for her.

A handwritten signature in black ink, appearing to read 'Mary Shuler', with a stylized, cursive script.

Mary Shuler

Andreas Kwetkus
Letter
Jun 9, 2023 at 7:27:07 PM
TP GMAIL

Bernhard Kwetkus

Both my kids have been Trailblazers in Trishna's tennis program for the last 2.5 years. Both developed their tennis game significantly into varsity high school players under her guidance. My son played #1 position at his school in his senior year and the team made it to state championship

She is not only an excellent tennis player but also a great coach. She emphasizes the team aspect of tennis and builds a "family" spirit.

I can highly recommend Trishna for any tennis program.

Sent from my iPhone

September 17, 2023

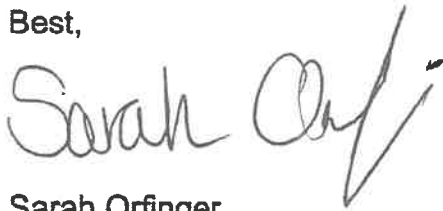
Dear Ladies and Gentlemen of the Ormond Beach City Commission and Leisure Services,

Please accept this letter as a note of support for Trishna Patel in the interest of assuming management of the Ormond Beach Tennis Center. Trishna has worked in the tennis and coaching industry for 17 years and is a huge asset to our community.

What began as a free trial tennis class for my son has turned into a love and passion for the sport - much of that due to Trishna and her coaching style and staff. We are very fortunate to have a caring and enthusiastic professional like Trishna in Ormond Beach, and she would be an asset to take on management of the Ormond Beach Tennis Center.

Thank you for your consideration!

Best,

A handwritten signature in cursive script, appearing to read "Sarah Orfinger", with a stylized flourish at the end.

Sarah Orfinger

September 14, 2023

To whom it may concern,

I am writing to express my recommendation for Trishna Patel to take over the management of Ormond Beach Tennis Center near the Casements. My son started the Junior Trailblazers program under Trishna last year and has learned so much and improved throughout the program. He absolutely loves tennis and wants to continue.

The Ormond Beach Tennis Center has been a very convenient location for us as we live in the area and my son's school is close by. Trishna is very professional, knowledgeable and would be a terrific asset to the management of this center.

Sincerely yours,

Lorie Ciocchetti

September 20, 2023
Mr. Robert Carolin and
Honorable City Commissioners

Dear Mr. Robert Carolin and Honorable City Commissioners,

I am writing you today in support of my friend and tennis instructor, Ms. Trishna Patel.

As a fourth-generation resident of Ormond Beach, I care deeply for this city and its future. When Trishna told me of her desire to manage the Ormond Beach Tennis Center, I was thrilled! If you know Trishna, you know the tennis center could not be in better hands. Trishna is an absolute super star in the world of tennis. In 2022, she was inducted into the Brown University Hall of Fame. During her time at Brown, she was also chosen as Ivy League Player of the Year!

Here in Ormond Beach, she has a following like no other. Under Trishna's leadership, there is no doubt the tennis center would thrive. Not only does she have a full schedule of adult clients but she also coaches the Trailblazers Junior Tennis Program as well as the Seabreeze High School Tennis Team.

With the Granada corridor growing and prospering, I believe Trishna would be the perfect person to oversee the Ormond Tennis Center and take it to the next level.

Thank you for your kind consideration!

Alyson D. Lentz

Alyson Durrance Lentz
386-527-0097
Alysonlentz@icloud.com



To whom it may concern, (community tennis service facility in Ormond),

I first met Coach Trishna when I was eleven years old. I was struggling in finding a tennis company to train with as I was involved in multiple activities at the time. She welcomed me with open arms and placed me amongst a group of students my age to begin my training. Through the years, I have watched how her business has grown as well as my skill levels within the sport. On the court, Coach Trishna has pushed me to be the best player I could be and has repetitively proved to me that I am stronger than I believe. Whether it be a hot summer afternoon or a cold winter night, Coach Trishna is always out on the courts with a smile encouraging us to persevere.

As her student, Coach Trishna has exposed me to the jewel of the sport which is competition. Even from a young age, Coach Trishna has emphasized the importance of sportsmanship and composure. It is from these lessons, that I have learned how to deal with difficult matches using poise. While winning the match comes with much satisfaction, it is the defeats that have granted me the characteristics of determination and perseverance. This in turn has allowed me to excel on both and in the classroom, and I owe this trait to Coach Trishna.

After my freshman year of high school, both the boys and the girl's tennis team were in need of a coach. Almost instantly, I suggested Coach Trishna for the position, for she was the one who sparked the love for the sport amongst myself and my teammates. Coach Trishna accepted the position two years ago due to her professional qualities, she has bought both the boys and girls Varsity Tennis Teams to a district championship, advancing the boys team as well as the girls individual singles and doubles players to the state's competition.

Most importantly, both off and on the court Coach Trishna has allowed my teammates to establish a family-like community amongst ourselves. It is through her guidance that we have learned to support each other through the highs and lows of both life and the game. I am forever grateful for the family I have gained under her guidance and the lessons she has taught me, shaping me into the person I am today. As I enter my senior year of high school and final year of club tennis, I look forward to the future lessons that will be instructed by this wonderful and amazing woman that is Coach Trishna.

Sincerely,

Haylee Ochipa

Liam Rasmussen
8 Iroquois Trail
Ormond Beach, FL 32174
(386) 278-3749
June 17, 2023

Subject: Recommendation for Trishna Patel

To Whom it May Concern,

I am writing to provide an enthusiastic and wholehearted recommendation for Trishna Patel as an exceptional tennis coach. I have had the pleasure of observing and interacting with Coach Trishna for two years, during which time I have witnessed her extraordinary dedication, expertise, and unwavering commitment to her students.

Coach Trishna has demonstrated an unparalleled ability to impart the skills and knowledge necessary for success in the sport of tennis. Her deep understanding of tennis techniques, strategies, and training methodologies has been instrumental in the development and improvement of her students' performance. She possesses a rare talent for tailoring her coaching methods to suit individual players' strengths, weaknesses and learning styles, resulting in remarkable progress and achievements.

Furthermore, Coach Trishna exhibits exceptional leadership qualities that inspire and motivate her students to strive for excellence both on and off the court. Her unwavering belief in her students' potential coupled with her ability to foster a positive and nurturing environment has had a profound impact on her players' confidence, self-discipline, and sportsmanship.

In addition to her coaching prowess, Coach Trishna is an individual of impeccable character and integrity. She leads by example and consistently exhibits qualities such as honesty, fairness, and respect. She has instilled in her students the importance of upholding these values, promoting not only athletic development but also personal growth and character building.

In conclusion, I wholeheartedly recommend Coach Trishna for any position or recognition that recognizes and rewards excellence in coaching. Her expertise, dedication, and ability to inspire make her an invaluable asset to any tennis academy, school, or organization. Coach Trishna has made an indelible impact on her students, fostering their love for the sport and instilling in them the values of sportsmanship, determination, and resilience.

Sincerely,

A handwritten signature in cursive script, reading "Liam Rasmussen". The ink is dark and the signature is fluid, with a long, sweeping underline.

Liam Rasmussen

Finn Rasmussen
8 Iroquois Trail
Ormond Beach, FL 32174
Outpost.foxtrot@gmail.com
(386) 488-1749
June 17, 2023

To Whom It May Concern,

I am writing to highly recommend Trishna Patel for her exceptional coaching skills and dedication in the field of tennis. I have had the privilege of being coached by Coach Trishna for the past two years at the Trails Racquet Club, and I can confidently say that she is an outstanding coach and mentor.

From the moment I joined the Trails Racquet Club, it was evident that Coach Trishna possessed an extensive knowledge of the game and a passion for developing her students' skills. She consistently demonstrated a deep understanding of tennis techniques, strategies, and match tactics. What sets Coach Trishna apart is her ability to tailor her coaching style to meet the individual needs and goals of each player.

Throughout my time under Coach Trishna's guidance, I have witnessed significant improvement in my tennis skills. She has a unique talent for breaking down complex concepts into manageable components, making it easier for students to grasp and apply them on the court. Coach Trishna possesses excellent communication skills and has the ability to convey instructions clearly and effectively, ensuring that her students comprehend and execute them correctly.

Beyond her technical expertise, Coach Trishna has always been a great source of motivation and inspiration. She consistently fosters a positive and supportive training environment, which has helped me and my fellow players develop confidence in our abilities. Coach Trishna leads by example and instills discipline, commitment, and strong work ethic in all her students.

In addition to her technical competence and exceptional coaching abilities, Coach Trishna is a person of high moral character. She consistently demonstrates integrity, fairness, and respect towards all players, fellow coaches, and officials. She is a positive role model for her students, teaching not only the skills required to excel in tennis, but also the values of sportsmanship and teamwork.

I have had the privilege of witnessing Coach Trishna's impact on numerous players, and the results speak for themselves. Many of her students have achieved remarkable success at both the district and regional levels, thanks to Coach Trishna's guidance and support. She has not only developed highly skilled players, but also nurtured a love for the sport in each individual she has worked with.

I wholeheartedly recommend Coach Trishna for any coaching position or opportunity. Her exceptional coaching abilities, passion for tennis, dedication to student development, and outstanding character make her an invaluable asset to any team or institution. I am confident that Coach Trishna will continue to inspire and guide aspiring tennis players to reach their full potential.

Regards,


Finn Rasmussen

Letter for Coach Trishna

8/2/23

To whom it may concern,

For the last several years I have had Coach Trishna Patel as a coach and mentor. My tennis skills have improved greatly. She doesn't just focus on winning, she focuses on teaching us to be the best version of ourselves. She emphasizes good sportsmanship and health and wellness. I'm looking forward to continuing this journey with her as a student taking lessons and as a player on the Seabreeze High School team! Coach Trishna is an asset to the tennis community not only as an instructor but as a person.

Sincerely,

Alana Karas



RFP Evaluation Summary

Project: Management and Operation of the Ormond Beach Tennis Center

Recommendation of Award: Zen Tennis LLC
(once all requirements have been meet)

RFP Number: 2024-02

Date & Time: October 13, 2023 10:00 AM

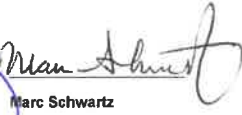
The RFP's were scored on the following criteria:

- Qualifications and experience of proposer applicable to the tennis industry. – **20 points max**
- Proven performance and quality of current comparable operations. – **20 points max**
- Vision for Tennis Operation, including business plan and marketing. – **10 points max**
- Capital Improvements, if any; in terms of appropriateness, reflection of entrepreneurship, monetary value. – **10 points max**
- Reasonable, viable financial return to the City in the form of proposed rental terms and capital investment. – **20 points max**
- Financial viability to operate all aspects of the Tennis Operation as proposed, as supported by the Contractor financial statements, and other financial information. – **20 points max**

	Summary																												
Firm	Qualifications - 20 Max				Proven Performance - 20 Max				Vision - 10 Max				Capital Improvements - 10 Max				Financial Return - 20 Max				Financial Viability - 20 Max				Totals - 100 Max				
	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total	Siobhan	Marc	Sara	Total Score	Rank
HZIP LLC	10	16	17	43	10	8	15	33	5	6	6	17	5	8	4	17	0	18	10	28	10	15	13	38	40	71	65	176	2
Jan Buenner Tennis LLC	20	18	14	52	5	14	14	33	7	7	5	19	0	5	4	9	10	2	14	26	10	12	11	33	52	58	62	172	3
Zen Tennis LLC	20	16	18	54	20	16	17	53	10	8	7	25	10	7	8	25	15	10	14	39	15	15	16	46	90	72	80	242	1


Rob Hart
Purchasing Coordinator


Siobhan Daly
Cultural Center Coordinator


Marc Schwartz
Performing Arts Center Sup.


Sara Dionne
Recreational Program Specialist



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-209
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Golden Eagle Rent Abatement		
Summary:	This is a request for a rent adjustment to the concession stand at Andy Romano Beachfront Park, made by the vendor, Golden Eagle Associates, Inc., due to hurricanes Ian and Nicole eliminating access to the beach from Andy Roamano Beachfront Park. Roy Savoca, is the president of Golden Eagle Associates, Inc. and operates the concession stand. The concession stand is owned by the City and leased to the vendor. Storm damages from Hurricanes Ian and Nicole has eliminated direct pedestrian access between Andy Romano Beachfront Park and the beach. This has had a significant impact on business; a 35% reduction in sales comparing March-July 2022 to the same time period in 2023. Mr. Savoca is requesting a 35% rent reduction (\$291.67 per month) from March 2023 through October 2023. The credit for March-October would total \$2,333.36. On February 21, 2023, the City Commission approved a rent abatement for the period of September 26, 2022, through February 5, 2023, due to hurricane damage to the concession stand as well as related park closures. This request is a result of the ongoing beach access closure caused by damage to the seawall and restricted access from the beach to the park. Repairs to the seawall and access points are underway and anticipated to be completed prior to this summer. Should Mr. Savoca request additional rent abatement prior to the completion of that project, quarterly justification from the past 3 years showing revenue loss will be required upon requesting the reduction.		
Financial Impact:	Adjusting Gold Eagle Associates, Inc. rent from March 2023 to October 2023, will result in a budget impact to the General Fund in the amount of \$2,333.36.		

Citizen Impact:	Adjusting the rent will help Golden Eagle Associates recover from the impact of the closure and continue to provide concession services to park visitors.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the reduction in rent for the Andy Romano Beachfront concession stand.	
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. 23-209 Golden Eagle rent reduction (P23-0226G) 2. Golden Eagle Agreement 3. Rent Reduction Request	
Approval:	Kelly McGuire, Finance Director 11/20/2023 Claire Whitley, Assistant City Manager 11/29/2023 Joyce Shanahan, City Manager 11/29/2023	

RESOLUTION NO. 2023-209

A RESOLUTION AUTHORIZING AND APPROVING A RENT CREDIT AND A TEMPORARY RENT REIMBURSEMENT PLAN FOR GOLDEN EAGLE ASSOCIATES, INC. REGARDING THE OPERATION OF THE CONCESSION STAND AT THE ANDY ROMANO BEACHFRONT PARK; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and Golden Eagle Associates, Inc. entered into an Agreement for the operation of a concession stand located at the Andy Romano Beachfront Park dated, March 21, 2013, and

WHEREAS, as a result of Hurricane Ian and Hurricane Nicole, access to the beach from the park was destroyed resulting in a reduction in patrons and an estimated 35% reduction in concession sales compared to previous years, and

WHEREAS, Roy Savoca, President of Golden Eagle Associates, Inc., has petitioned the City Commission for a credit of \$2,333.36 which amounts to 35% of the total rent paid for the months of March-October 2023 (total paid \$6,666.64 x 35%), and

WHEREAS, in order to offset the continued financial hardship associated with a reduction in concession sales due to the destruction of beach access, a temporary rent reimbursement plan is being offered to Golden Eagle Associates, Inc. until beach access is restored, estimated to be January 2025, and

WHEREAS, Golden Eagle Associates, Inc. will continue to pay the full rent amount of \$833.33 and may request a quarterly reimbursement (not to exceed 35%) by showing receipts reflecting the difference in the volume of sales for the current quarter compared to the average sales for the same quarter over the prior three years, and

WHEREAS, the City Commission finds both requests to be reasonable and in the overall best interest of all parties, now therefore,

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

SECTION ONE. The City Commission hereby approves and authorizes a credit for rent paid for the months of March–October 2023 in the amount of \$2,333.36 to Golden Eagle Associates, Inc. to offset the financial hardship associated with a reduction in concession sales due to the destruction of beach access from the park to the beach following Hurricanes Ian and Nicole.

SECTION TWO. The City Commission hereby approves and authorizes a temporary rent reimbursement plan to Golden Eagle Associates, Inc. to allow for a rent credit based on loss of concession sales for the current quarter compared to the average sales for the same quarter over the prior three years; said credit not to exceed 35% in any given quarter. This temporary reimbursement plan will terminate when beach access is restored.

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

APPROVED AND AUTHENTICATED this 5th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Golden Eagle Associates, Inc., individually and d/b/a Rita's Ices** ("Contractor"), 212 Cessna Blvd., Unit 7, Port Orange, FL 32128, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated January 16, 2013, attached hereto as Exhibit "A", is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and may be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall pay to the City an Annual Guarantee and an Annual Percentage Fee as set forth on Exhibit "A".
4. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
5. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
6. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
7. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.

8. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Golden Eagle Associates, Inc.
Roy Savoca, President
212 Cessna Blvd., Unit 7
Port Orange, FL 32128

9. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
10. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
11. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
12. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
13. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
14. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
15. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 14 above. Such payment on behalf of the City shall

be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.

16. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

17. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products &

	Completed Operations Fire Damage (any one fire)
	\$ 50,000
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

*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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

18. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies

shall contain a provision 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] has been 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 this Agreement.

- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on all policies of insurance and certificates thereof.

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

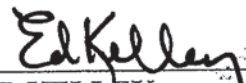
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

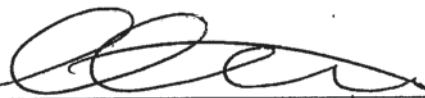
DATED this 19th day of March, 2013.

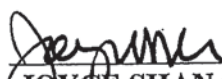
Witnesses:

CITY OF ORMOND BEACH


Print Name: Lois Toway

By: 
ED KELLEY
Mayor

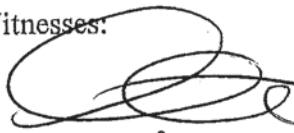

Print Name: Colby Cilento

By: 
JOYCE SHANAHAN
City Manager

DATED this 21st day of March, 2013.

Witnesses:

GOLDEN EAGLE ASSOCIATES, INC.


Print Name: Colby Cilento

By: 
Print Name: ROY SAVOCA
Title: President

Print Name: _____

Attest: _____
Print Name: _____
Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Ormond Beach's Andy Romano Beachfront Park Concession

RFP NUMBER: 2013-03

RFP OPENING DATE & TIME: December 12, 2012 – 3:00pm

RFP OPENING LOCATION: 2nd Floor Conference Room, City Hall, 22 South Beach Street

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Golden Eagle Associates, Inc.

PROPOSER'S MAILING ADDRESS: 212 Cessna Blvd. Unit 7

CITY-STATE-ZIP: Port Orange, FL 32128

F.E.I.N.: 20-8092543

PHONE NUMBER: (386) 682-2111 FAX NUMBER: N/A

If returning as a "No Submittal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X

Roy Savoca
AUTHORIZED SIGNATURE (MANUAL)

Roy Savoca

NAME (TYPED)

President

TITLE

January 16, 2013

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost

and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

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.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

The purpose of this Request for Proposals (RFP) is to solicit competitive sealed proposals to provide concession services for the City of Ormond Beach's Andy Romano Beachfront Park (*OBARBFP*) as more particularly set forth in this RFP. The concession stand consists of a single-window service counter and a total operating space of 19'8"x 17'8" equipped with triple wash sink, and a power supply consistent with running coolers, ice machines, etc. The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public's use and enjoyment of the park;
2. Encourage tourism;
3. Provide an accurate and verifiable system to account for all revenue collected;
4. Provide an accurate and verifiable system to determine the dates and times of operation;
5. Adequately compensate the City of Ormond Beach, as the trustee of the public's interest in Ormond Beach's Andy Romano Beachfront Park and to offset the City's costs of operating and maintaining the park.

II. SCOPE OF SERVICES

Concession Operations

- a) The successful respondent shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Concessionaires.
- b) The successful respondent shall provide all necessary equipment related to operating a successful concession business. *For Example:* coffee machines, refrigerators, ice machine, coolers, etc., are the sole responsibility of the contracted Concessionaire. The Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. Existing items within the designated concession stand will remain the City's throughout the duration of the contract. Equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any desired modifications to existing concession stand must obtain prior approval by the Director of Leisure Services or his/her designee. All approved modifications become property of the City of Ormond Beach.
- c) The public's right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner.

- d) The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire.
- e) Except as expressly permitted by the resulting contract, solicitation outside of the designated concession area is prohibited.
- f) The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
- g) All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as official City of Ormond Beach Concessionaire personnel.
- h) The design of such uniforms shall be subject to the prior approval of the City of Ormond Beach's Director of Leisure Services or his/her designee. All uniforms worn shall be maintained in a neat and clean manner.
- i) All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be furnished by and at the expense of the awarded Respondent.
- j) The City of Ormond Beach's Director of Leisure Services or his designee shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the beach premises whenever it appears to be in the best interest of the City of Ormond Beach.
- k) The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City of Ormond Beach or any which may be put in place during the term of the Contract.
- l) The Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.
- m) All pricing for all goods and services are to be posted and visible for all customers.
- n) The concessionaire will be responsible for the signing in and out of the mobility impaired chair (MIC) stored onsite. Please note there is no rental fee associated with the usage of the MIC. Procedures for usage of the MIC will be determined and approved by the Director of Leisure Service or his/her designee.

Maintenance

- a) The Concessionaire shall maintain all facilities and equipment in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities

of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.

- b) The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area. The Concessionaire shall develop and adhere to a recycling program approved by the City of Ormond Beach.

Personnel and Experience of the Concessionaire

- a) All persons involved in concession activities are required to undergo a background check and drug test at the Concessionaire's expense. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, and agents, are communicated to the City of Ormond Beach's Director of Leisure Services or his/her designee after completion of the background checks and drug testing. It is the responsibility of the successful Respondent to issue individual identification badges upon successful completion of the background check and drug test. No individual shall be permitted to work in the park without this identification. The City of Ormond Beach reserves the right to request random drug testing of all of the successful Respondent's personnel.
- b) The City of Ormond Beach includes a diverse population and the successful Respondent shall reflect this diversity by encouraging diversity in employment of concessions.
- c) The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

Concession Fee

- A. As consideration for the City of Ormond Beach granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City of Ormond Beach an Annual Guarantee *and* an Annual Percentage Fee, as follows:

Annual Guarantee:

For each lease year, or pro rata portion thereof, during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach, in twelve equal payments, monthly in advance, an Annual Guarantee as proposed by the Respondent, *and*

Annual Percentage Fee:

For each lease year during the term of the Contract, the Concessionaire shall pay to the City of Ormond Beach no later than May 15th, an Annual Percentage Fee proposed by the Respondent of the Gross Receipts reported on the previous year's Income Tax Return derived from the operation of the Beach Concession.

- B. The proposed Annual Guarantee and Annual Percentage Fee will be factors in the decision to award a Contract to the successful Respondent. The agreed upon Annual Guarantee and Annual Percentage Fee will increase annually by an amount proposed by

the Respondent, which will also be a factor in the decision to award a Contract. The annual increase of the Annual Guarantee and Annual Percentage Fee will take effect at the anniversary of each Contract term.

- C. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

Reporting and Financials

- a) The successful Respondent shall ensure all concession venues are equipped with a cash register system with duplicate receipt capability.
- b) Concessionaire shall provide quarterly income statements and will be required to send these reports electronically to the City of Ormond Beach's Director of Leisure Services and City of Ormond Beach Finance Director.
- c) The City of Ormond Beach reserves the right to audit any financial documentation at anytime.
- d) Respondent shall include in the quarter report, days and time worked for the reporting month. This information shall be verifiable through the cash register system.

Menu Items

The successful Respondent is expected to serve quality pre-packaged food, drink and sundry items (example: ice cream, potato chips, crackers, canned/bottled sodas, water, suntan lotion, etc.) to meet the needs of the visiting public. Simple menu items should be offered at competitive prices. Alcoholic beverages are not permitted on the premises. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

III. TERM OF AGREEMENT

The successful Respondent shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants.

The initial term of this agreement shall be for a period of one (1) year and will be automatically renewed for one year thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. QUALIFICATIONS

In order to be considered responsive, Proposers shall, at a minimum, demonstrate compliance with the following Pre-Qualification Criteria in their proposal. All requested documentation and/or information shall be provided in the Proposal to confirm that the Proposer has satisfied the Prequalification Criteria in order to be properly evaluated as listed herein. Proposers failing to meet these requirements shall be deemed non-responsive. The Proposer shall, at the time of

Proposal submittal, time of award, and throughout the duration of the Contract, continue to meet the following Pre-qualification Criteria requirements as stated in the Solicitation Documents.

- Must be a registered Concessionaire in Florida.
 - Must submit copy of license with proposal.
- Must complete all attached contract documents.
- Must submit a sample menu including all items and pricing.
- A schedule of operations must be submitted with proposal and any deviation from that schedule must be approved by the Leisure Services Director or his/her designee.
- Must submit a proposed schedule of hours of operation for the concession for Winter Season and Summer Season. This schedule of hours of operation shall be in the best interests of meeting the needs of the public and will be a factor in the decision to award a Contract to the successful Respondent.

The Concessionaire shall have proven successful and progressive leadership (three years in a like business) in offering to the public those services as outlined. References are required as per the defined Evaluation Criteria listed in this package and shall be submitted on the forms provided with the proposal. A minimum of three (3)/maximum of five (5) customer references should include name and address of agency, length of contract, contact name, telephone number, fax number and email address. A minimum of two (2)/maximum of three (3) supplier references are also required and should include the above information.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

1. A Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by Volusia County.
2. A profile of the firm, including:
 - a. A brief history of the business.
 - b. Organizational structure of business.
 - c. Designation of the legal entity by which the business operates (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.).
 - d. Ownership interests.
 - e. Active business venues (counties, states, cities, etc.).
 - f. Present status and projected direction of business.
 - g. The overall qualifications of the business to provide the services requested.

- h. The qualifications of the firm's employees who will work on this contract.
 - i. Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida.
 - j. Federal Identification Number of firm.
3. Business Plan
- The business plan should include the approach to the project and vision of Beach concessions; it should include the following:
- Equipment and inspection plan
 - Training plan
 - Transition plan and timeline
 - Green initiatives.
4. References
- List at least three (3) recent references where the proposed services have been used within the past year.
5. Business Tax Receipt (BTR)
- To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.
6. Concessionaire Registration/License
- Respondent must provide proof of that they have properly registered as a Concessionaire in the State of Florida.
7. Menu:
- Respondent must provide a sample menu with the proposal.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: chris.byle@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 3:00 p.m., December 12, 2012.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP 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:

Chris Byle
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
Chris.byle@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(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: The City must receive one (1) unbound original and three (3) bound copies of your submittal no later than the date and time specified above. Submit proposals to: Chris Byle, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (30 points)

Price (30 points)

References (30 points)

Business Plan (10 points)

Responsive proposals will be ranked in each of the criteria

The City reserves the following rights:

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; 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.

Process the selection of the successful Proposer without further discussion.

Accept or reject qualifications or proposals in part or whole.

Limit and/or determine the actual contract services to be included in a contract.

Engage outside experts to assist staff in evaluating the merits and viability of each Proposer.

Obtain information for use in evaluating submittals from any source.

Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

Waive any irregularity in any proposal, or reject any or all submittals, should it be deemed in the best interest of the City of Ormond Beach to do so.

The City shall be the sole judge of the proposer's qualifications.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 740-5215 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3234.

EXHIBIT A

Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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 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 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* 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 for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

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

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

D. Requirements for Certificates of Insurance

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

5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with

the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date
Dec. 6, 2012
Jan. 11, 2013

Addendum Number
Number 1
Number 2

Receipt of all of which is hereby acknowledged.

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

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Golden Eagle Associates, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: FEIN 20-8092543

ADDRESS: 212 Cessna Blvd. Unit 7
Port Orange FL 32128

PHONE NO.: (386) 682-2111

FAX NO.: N/A

SUBMITTER'S NAME: Roy Savoca

(Typed or Printed in Ink)

TITLE: President

AUTHORIZED SIGNATURE: I, Roy Savoca hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)**

CITY OF ORMOND BEACH, FLORIDA

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ 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.

- ☐ 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.

Golden Eagle Associates, Inc.

COMPANY NAME

AUTHORIZED SIGNATURE

Roy Savoca

NAME (PRINT OR TYPE)

President

TITLE

January 16, 2013

DATE

Golden Eagle Associates, Incorporated

In the spring of 2010 a dispute arose regarding a lease for space in the Pavilion in Port Orange. This resulted in a lawsuit against Golden Eagle Associates, Inc., Roy Savoca, and Kathy Savoca. In the spring of 2011 the dispute was resolved and the suit was dismissed with prejudice.

City of Ormond Beach
Request for Proposals (RFP)
Ormond Beach's Andy Romano Beachfront Park Concession
(RFP No. 2013-03)

CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Golden Eagle Associates, Inc.

Company Name

Authorized Signature

Roy Savoca

Print Name

President

Title

**ADDENDUM NO. 1
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

December 6, 2012

TO: All Prospective Proposers

SUBJECT: Addendum NO. 1 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. **Please note the RFP Opening date has changed and is scheduled for January 18, 2013, at 3:00 p.m., in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.**

In order to give a timely response, **additional questions pertaining to RFP No. 2013-03, Ormond Beach's Andy Romano Beachfront Park Concession will be received until 5 p.m. on January 9, 2013** with a final addendum to be issued shortly thereafter if needed.

1. **Question: The question I have is in the Menu Items section (page 8), "The Successful Respondent is expected to serve quality pre-packaged food, drinks". Does this mean all foods served must be prepackaged and prepared of premises, no Fryer, no Griddle, and no Soda Fountain?**

✓ *The City will consider all proposals whether for pre-package food, prepared food, or a combination of offerings. Microwave ovens, soda fountains, electric commercial hotdog rollers, and similar devices may be utilized. However, the facility is not equipped to facilitate onsite cooking.*

2. **Question: Will there be beach access from the Park, and will there be signage outside the Park indicating this?**

✓ *Yes, there will be beach access from the park. Signage will follow Volusia County standards of design and placement.*

3. **Question: Will the City allow signage, i.e.: *Hershey's Ice Cream*, and would this signage be visible to travelers along A1A?**

✓ *Removable signage will be located at concession window only. The sign will not be visible from A1A as current codes do not allow for this.*

4. Question: The description of the concession stand "consisting of" does not mention air conditioning. Will the building be air conditioned?

✓ Yes

5. Question: Along those lines, I did not see it mentioned who is responsible for utilities costs?

✓ The City of Ormond Beach will supply utilities for the concession stand operation.

6. Question: The bid states "adequately compensate the City of Ormond Beach to offset City costs of operating and maintaining the park". Does the City have an estimate of what those costs will be and, if you can, let me know what percent of those costs you expect to have the concession stand provide.

✓ The City does not have a specific expectation as to the revenue generated by the concession stand in relation to the total cost to operate and maintain the park. Each proposer will need to determine the amount of concession fees they are willing to pay based upon their expected gross margin. The proposed concession fees (annual guarantee amount and annual percentage fee) will be part of the determination for award used by the selection committee.

7. Question: Regarding "properly or neatly attired in uniform as City of Ormond Beach Concessionary personnel", will the City provide the uniforms or will there be a cost to obtain them?

✓ No. It is the successful respondent's responsibility to provide uniforms for their staff.

8. Question: "Initial term of this agreement shall be for one year and automatic renewal for one year thereafter." Does this mean that a new bid offering will go out every two years for the concession stand?

✓ No. Both the City and the winning proposer will have the ability to decide each year if the contract is renewed for another annual term. The language for the terms of the contract are amended to read: The initial term of this agreement shall be for a period of one year with automatic annual renewals thereafter unless either party provides at least ninety days prior written notice to the other party of their intent not to renew the agreement.

9. Question: "Schedule of Operation": Is the City expecting the concession to be open the same hours as the Park.

✓ *No, that is a bid qualifier and as such will be part of the determination for award by the selection committee.*

10. Question: If so, does the City post the hours, i.e.: Park open from dusk to dawn?

✓ *Park hours will be posted.*

11. Question: Will the Park provide a seating area with umbrellas or is there a covered area with picnic tables near the concession?

✓ *The park will have several covered areas with picnic tables.*

12. I am not familiar with the workings of "Payment and Performance Bonds". Would you please provide clarification of this on pages 14 and 15 and the service bond on page 16?

✓ *This is standard language used in all requests for proposals and is not applicable to this particular proposal. Neither payment and performance bonds nor service bonds will be required.*

13. Question: Are there exceptions to payment agreement of the annual guarantee and annual percentage fee in the case of a serious weather condition such as hurricane or tornado which would drastically affect the operation and income of the concession?

✓ *In the event that the concession stand cannot be operated as a result of a natural disaster, the City will consider a request for temporary abatement of the concession fees.*

14. Question: It appears that the concept is that the concession be a full service operation selling in addition to ice cream, a variety of packaged snack and food items. Do you also anticipate that the concessioner would offer cooked items, such as burgers, hot dogs, French fries, etc.?

✓ *As indicated in answer #1, the facility is not equipped for cooking.*

15. How much floor space total is in the RFP

✓ *19'8" x 17'8", 352 square feet.*

16. Will there be a hood installed on the property? If no, can we submit a bid that includes one as well?

✓ *There will not be a hood installed.*

17. Is there a grease trap available? Once again, if no, can we submit a bid that includes one?

✓ *A grease trap is not available.*

18. What is your vision for this property and when can we meet to discuss?

✓ *The vision is to have a concession stand that serves the visitors of Ormond Beach's Andy Romano Beachfront Park with quality food and sundries, while representing the City of Ormond Beach in a positive, professional manner. After reviewing all submissions, the RFP committee will contact the top proposers for further discussion.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: *R. Savoca* DATE: Jan 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**, for the City of Ormond Beach.

City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 1

**ADDENDUM NO. 2
TO RFP DOCUMENTS FOR**

**Ormond Beach's Andy Romano Beachfront Park Concession:
RFP NO. 2013-03**

January 11, 2013

TO: All Prospective Proposers

SUBJECT: Addendum NO. 2 to the Request for Proposals
Ormond Beach's Andy Romano Beachfront Park Concession
RFP No. 2013-03

This addendum is being issued to provide all prospective proposers with information on answers to questions and inquires to the proposal. Please note the **RFP Opening** date has not changed and is scheduled for **January 18, at 3:00 p.m.**, in the Upstairs Conference Room, located at City Hall, 22 South Beach Street, Ormond Beach, Florida.

1. Question: Are there any food, beverage, or product sponsorship agreements currently in place for the City of Ormond Beach?

✓ *There are currently no such agreements in place.*

2. Question: After the initial drug test; who is responsible for the fees associated with the random drug testing?

✓ *Random drug testing will be at the sole expense of the contracted concessionaire.*

3. Question: Who is responsible for the cleaning and restocking of the restrooms?

✓ *City of Ormond Beach staff will be responsible for the stocking, upkeep and maintenance of the restrooms.*

4. Question: What will the electrical amperage available to the concession stand be?

✓ *There is a 100amp, single phase service dedicated to the operations of the concession stand.*

5. Question: What type of security systems will be installed at the concession stand? Cameras? Safe?

- ✓ *No safe or cameras are being installed. It is the sole responsibility of the successful respondent to provide any security items they feel are needed to operate.*

6. Question: Will there be access between the office, the utility room, and the concession area?

- ✓ *No, that area is reserved for City of Ormond Beach staff.*

7. Question: The answer given was "The City of Ormond Beach will supply utilities for the concession stand operation." To clarify, does this mean The City will pay monthly utilities charges incurred in and surrounding The Concession, i.e. power, lighting, gas, HVAC bills?

- ✓ *Yes, the City of Ormond Beach will pay water, sewer and electric associated with the operation of the concession throughout the duration of the approved contract.*

8. Question: Please clarify the point you intend to make entitled TAXES, on page 3 of 24. How does this relate to the Concessionaire? Are sales taxes to be collected on menu items bought by the Concessionaire and/or sold at The Concession?

- ✓ *Yes, unless the concessionaire is a bona fide tax exempt entity, the concessionaire is responsible for collecting and reporting all appropriate sales tax associated with concessions operations.*

In all other respects, except as specifically stated herein, the subject RFP remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR RFP**

COMPANY NAME: Golden Eagle Associates, Inc.

SIGNATURE: *R. Samoca* **DATE:** Jan. 16, 2013

The foregoing changes are hereby incorporated into the Request for Proposals Requirements and Contract Documents for **Ormond Beach's Andy Romano Beachfront Park Concession, RFP No. 2013-03**; for the City of Ormond Beach.

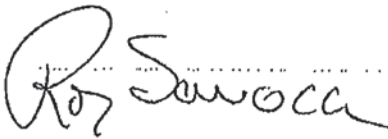
City of Ormond Beach, Florida
County of Volusia

END OF ADDENDUM NO. 2

Golden Eagle Associates, Incorporated

January 16, 2013

Roy Savoca, President of Golden Eagle Associates, Inc. is a duly authorized representative of the corporation and, as such, is authorized to commit the firm into a contract with the City of Ormond Beach. Roy is the designated point of contact for all information regarding the contract. This proposal is valid until April 30, 2013.



Roy Savoca
President
(386) 682-2111 Office
(386) 451-4838 Cell
roy@savoca.us

Golden Eagle Associates, Incorporated

Firm Profile

Golden Eagle Associates, Inc. is a Delaware corporation registered to do business in Florida. The corporation does business using the names Rita's Ices and Rita's Italian Ices. The corporation opened a store at 2429-41 North Atlantic Ave in Daytona Beach in May of 2008. The corporation operates several mobile carts throughout Volusia County.

The corporation consists of Roy Savoca (50% owner) as President and Kathy Savoca (50% owner) as Vice President.

In addition to the fixed location in Daytona Beach, the corporation operates several mobile facilities at venues including but not limited to, the City of Port Orange – Recreational Sports Facility, Daytona Beach Pop Warner Football, Ormond Beach Pop Warner Football, Bethune-Cookman University (at various sporting events and on campus), the Daytona Cubs, Daytona Lagoon, all Volusia County YMCA Swim meets, Daytona Beach Speed Swimming meets, Spruce Creek HS Swim meets.

The fixed location and the mobile operations have grown since their opening and continue to grow. The current plan is to expand the mobile operations by adding additional facilities and locations. The fixed location will continue to grow through increasing local awareness and increasing the products being offered.

Keeping customers continually interested (and regularly frequenting the location) requires a variety of offerings. The limited space of a concession stand restricts an operator's ability to overstock products. Our ability to operate fixed and mobile locations uniquely positions us for success operating the Andy Romano Park Concession Facility. Our ability to create a varied menu using the fewest base ingredients and the minimum number of dry goods will allow us to save on storage space without sacrificing the variety customers demand to regularly patronize the establishment. The success of our locations (fixed and mobile) demonstrates this ability. Our ability to operate in the variety of venues demonstrates our flexibility to adapt to the various requirements of our hosts. The close proximity of our fixed location will allow us to easily restock items as needed. In any venture of this nature, customer service is a key to success. Our experience in this area is second to none.

Several of the local Colleges and Universities have hospitality programs. Students in these programs are perfect candidates for the concession stand. They have knowledge of the business and, as college students, have demonstrated an ability to learn. We do not limit our search to only hospitality students; we look at any person with strong interpersonal skills and an ability to learn. Our on-campus presence provides the ability to recruit students who meet our criteria. Many of the local people possess the same skills; our contact with them through our fixed location allows us to reach out to them with employment opportunities. We strongly support diversity. Our current staff ranges in age from college age to mid 50s, is multiracial, and men and women.

Federal ID - 208092543

Golden Eagle Associates, Incorporated

Business Plan

A day at the beach should be one of stress free fun. Our vision for the Andy Roman Park Concession stand is to aid in this goal by minimizing the number of items a family (or person) needs to bring to the beach. To accomplish this we will be providing a reasonable source for forgotten items (sunglasses and sunscreen), snacks, hot and cold beverages, breakfast, and lunch.

The business will require a dipping cabinet, a chest freezer, a beverage refrigerator, a refrigerator, a safe, ice maker, 2 cash registers, a hot dog roller, a toaster, hot cheese dispenser, and 2 slow cookers. Our managers will be knowledgeable of all equipment and will call appropriate service technicians when a problem is encountered. We will schedule regular maintenance by certified technicians as specified by the manufacturer or industry standards. The total cost of the equipment is estimated to be less than \$5,000 and will be paid for from company reserves.

We will be using the same training methodology used in our fixed location. The training consists of classroom (or virtual classroom) familiarization with the business, the job details, procedures for making customer products, cleaning, opening and closing procedures, and use of the equipment. This is followed with on site training with an experienced team member. The trainee team member must take a food safety class (Food Safety Management Principle 2nd Edition by NEHA Training) and pass the associated exam.

We anticipate a three pronged approach to opening the concession stand. One prong will be to find and hire a staff. The staff will consist of senior and junior people. We foresee the summer staff being larger than the winter staff. The second prong will be the specifying and purchasing of the equipment. We estimate these steps will take approximately 1 month. The third prong will be to contact the health department and work with them to certify the location. In our past experience this process can be accomplished in a week. This becomes a question of the coordination and timing of the equipment installation, the delivery of inventory, the inspector's availability, and the issuing of the CoFO. After the equipment is installed and tested, we will begin in-store training. The in-store training will take approximately 1 week.

We are strong believers in being "Green". Wherever practical we use green products and methods. We reduce power consumption by using CFLs, turning off unused equipment, setting equipment to minimum setting required, and using times and set back thermostats. We use energy star equipment whenever practical. We serve in green containers i.e. paper cups rather than Styrofoam. We identify all materials which are recyclable and recycle them.

Golden Eagle Associates, Incorporated

Our current beachside location does approximately 26,000 transactions per year; we assume 40% of those transactions occur during "beach" hours. Each transaction consists of 2 to 3 treats. Using this as a basis conservatively we estimate 2.5 times the number of transactions for an on beach location – 26,000 transactions. On the low side; if each transaction consists of 2 \$3.50 items then total sales would be \$182,000 including 6.5% sales tax; 170,892 sales without sales tax. Using \$11.00 per transaction the numbers become \$286,000 and 268,545 respectively.

We propose the following fee schedule:

Annual Guarantee - \$ 10,000
Percentage of Sales 12% from \$ 100,001 to 175,000
 15% above \$ 175,000

Using the numbers above on 170,892 in sales we would pay
\$ 10,000 - Annual Guarantee
\$ 20,507 - % Sales
\$ 30,507 - Total

Using the numbers above on 268,545 in sales we would pay
\$ 10,000 - Annual Guarantee
\$ 35,031 - % Sales
\$ 45,031 - Total

We will increase these numbers by 1% per year

Hours of Operation:

Winter - Monday to Thursday - Noon to Park Close
Friday, Saturday, and Sunday - 10am to Park Close

Summer -- Sunday to Monday -- 8am to Park Close

Golden Eagle Associates, Incorporated

Sample Menu

All prices include Sales Tax

Sunscreen	\$ 7.00
Aloe Vera	\$ 7.00
Sunglasses	\$ 5.00

English Muffin	\$ 1.25
Yogurt Parfait	\$ 2.75

Pulled Pork Sandwich With Cole Slaw and Water	\$ 5.00
--	---------

Pulled Pork Sandwich With Cole Slaw and Soda	\$ 5.50
---	---------

Pulled Pork Sandwich With Cole Slaw and Gatorade	\$ 6.00
---	---------

Chicken Breast Sandwich With Cole Slaw and Water	\$ 5.00
---	---------

Chicken Breast Sandwich With Cole Slaw and Soda	\$ 5.50
--	---------

Chicken Breast Sandwich With Cole Slaw and Gatorade	\$ 6.00
--	---------

Add Cheese to Any Sandwich	\$ 0.50
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Hot Dogs with Chips	\$ 3.00
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Chili Dogs with Chips	\$ 4.00
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Chili with Chips	\$ 4.00
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Bottled Water	\$ 1.00
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Bottled Soda	\$ 1.50
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Gatorade	\$ 2.00
----------	---------

Fresh Lemonade	\$ 2.50
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Coffee/Tea (small)	\$ 1.50
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Coffee/Tea (large)	\$ 2.00
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Nachos with Cheese	\$ 3.00
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Nachos with Cheese and Chili	\$ 4.00
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Golden Eagle Associates, Incorporated

References

Venues

Bethune-Cookman University

Matt Knox – Assistant Athletic Director Marketing and Promotions

(386) 481-2033

(386) 481-2238 FAX

knoxm@cookman.edu

Fall 2011 – current

Daytona Cubs

Josh Lawther – Assistant General Manager

(386) 257-3172

(386) 257-3382

joshlawther@daytonacubs.com

Spring 2010 – Current

City of Port Orange – Parks and Recreation

Mike Peace – Athletic Supervisor

(386) 506-5855

(386) 756-5351

mpeace@port-orange.org

Fall 2011 – Current

Suppliers

B&S Paper & Janitorial Supplies

JoAnn Biddle – Account Manager

(386) 253-1860

(386) 253-4082 FAX

jorunn22@aol.com

Restaurant Depot

Craig Miller

(718) 559-4221

(718) 359-9079

cmiller@jettrord.com

Britto, Kelly

From: roy savoca.us <roy@savoca.us>
Sent: Tuesday, October 10, 2023 11:03 PM
To: Britto, Kelly
Subject: Rent Reduction for Concession Stand at Andy Roman Park

[External Email-Use Caution] - OB/IT Helpdesk

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Kelly,

Since the 2022 hurricanes (Ian and Nicloe), access to the beach from Andy Romano Park was eliminated. This has had a significant impact on our business. Comparing the sales from March through July 2022 against sales for the same months in 2023, we have seen a 35% reduction. I am requesting a 35% rent reduction of \$291.67 per month starting with March 2023 going forward until the first whole month where access is restored. The adjusted rent would be \$541.66. I am requesting a credit for the months starting in March 2023 for which we have already paid full rent. The credit for March through October would be \$2,333.36.

Respectfully,
Roy Savoca



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2023-181
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Bailey Riverbridge Roof Replacement Project		
Summary:	The Bailey Riverbridge Pilgrims Rest Church, the oldest building in the City of Ormond Beach, was built in 1877 at the Tomoka Settlement, which was along Groover Creek, about five miles west of Ridgewood Avenue, according to documents from the Ormond Beach Historical Society. The settlers moved the village and church to the Pilgrims Rest Cemetary location in 1908 after a freeze killed their orange crops. In 1988, after the church property was sold to a private party, the building was moved to Bailey Riverbridge Gardens. As it stands today, the Pilgrims Rest Church has a cedar shake roof which is in need of replacement due to damage from Hurricane Ian. Pursuant to the FEMA requirements of a competitive procurement process, on July 2, 2023, the Bailey Riverbridge Roof Replacement Project was publicly advertised for bids (Bid No. 2023-04). The City received one bid submitted by LaPorta Contracting LLC in the amount of \$157,575.56 total base bid. The budget for Bailey Riverbridge Roof Replacement Project was \$45,000, which was derived from an estimate from A.A.T. Roofing LLC. The lone bid amount of \$157,575.56 was \$112,575.56 or 250% higher than the budget estimate. Due to this vast discrepancy between the budget estimate and the bid amount, this bid was rejected at the Oct 4, 2023 City Commission meeting. On November 20, 2023, staff presented several roof material options to the Historic Landmark Preservation Board (HLPB), including Cedar Shakes, Composite Shakes, Standing Seam Metal Roof, and Asphalt Shingles. Following the discussion, the board recommended that Cedar Shakes would be the most historically appropriate for the Church structure. In an effort to complete this project in a more efficient and cost-effective manner, staff requests authorization to utilize one of its continuing contractors to complete this project and has obtained prior approval		

	from FEMA to utilize this procurement method. In 2022, the City Commission approved a contract with Paul Culver Construction, Inc., for Construction Management Services on a Continuing Contract Basis. Paul Culver Construction acts as a General Contractor and contracts with specialty subcontractors through a competitive bidding process. Paul Culver has submitted a Guaranteed Maximum Price of \$70,748.02 for the cedar shake roof replacement project, which includes the construction management fee. Based on prior quotes and comparable roofing projects, staff believes the submitted price of \$70,748.02 is reasonable for current costs associated with construction labor, materials, and project management.						
Financial Impact:	Insurance reimbursed the City \$25,648.42 for the damage to the roof. Since the roof was damaged during the hurricane, FEMA and the State of Florida are expected to reimburse 95% of the remaining project costs. The City's anticipated cost for the project after reimbursement is expected to be \$2,254.98. A budget amendment will be necessary to allocate funds in FY 2023-24.						
Citizen Impact:	The Pilgrims Rest Church is historically significant and a focal point in Bailey Riverbridge Gardens which will be improved and preserved for the benefit of Ormond Beach citizens.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization for the Bailey Riverbridge Roof Replacement Project to Paul Culver Construction, Inc. for the Guaranteed Maximum Price of \$70,748.02.						
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292						
Attachments:	23-181 Bailey Riverbridge Roof-Paul Culver (P23-0193G) - Paul Culver Const Work Authorization						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>11/30/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>11/30/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>11/30/2023</td> </tr> </table>	Kelly McGuire, Finance Director	11/30/2023	Claire Whitley, Assistant City Manager	11/30/2023	Joyce Shanahan, City Manager	11/30/2023
Kelly McGuire, Finance Director	11/30/2023						
Claire Whitley, Assistant City Manager	11/30/2023						
Joyce Shanahan, City Manager	11/30/2023						

RESOLUTION NO. 2023-181

A RESOLUTION ACCEPTING A PROPOSAL FROM PAUL CULVER CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE BAILEY RIVERBRIDGE ROOF REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Paul Culver Construction, Inc., the appropriate City staff members have negotiated with Paul Culver Construction, Inc. to provide construction management services for the Bailey Riverbridge roof replacement project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$70,748.02, 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 receive reimbursement from FEMA, the State and insurance, 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 proposal submitted by Paul Culver Construction, Inc. to perform the Project at a total cost not to exceed \$70,748.02 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Paul Culver Construction, Inc. for the

performance of the Project at the said price, and to pay the cost thereof from the Facilities Renewal and Replacement Fund (317).

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

APPROVED AND AUTHENTICATED this 17th day of October, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and Paul Culver Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Bailey Riverbridge Roof Replacement

Project Description: Construction management services to provide all project management and supervision, labor, materials, and equipment to install a new roof on the Pilgrim's Rest Church at Bailey Riverbridge Gardens, which was damaged by Hurricane Ian. The scope of work includes removing the roof to existing deck; re-nail deck for code compliance; dry-in roof with peel & seal underlayment; install new copper drip edge and flashings, as needed; install Certi-Split Cedar wood shingles & trim to manufacturer's specifications; and install ventilation, as needed; all as detailed in the attached Guaranteed Maximum Price proposal dated September 21, 2023.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
PD Roof Replacement	Guaranteed Maximum Price	\$70,748.02
Total Fee Authorized:	Not to Exceed	<u>\$70,748.02</u>

Funding Source: Facilities R&R Fund (317)/FEMA Hurricane Ian

Estimated Time for Completion: 4 Weeks from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
PAUL CULVER CONSTRUCTION, INC.

By: _____
Bill Partington
Mayor

By: _____
Paul K. Culver
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.



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005

License # CGC 059149

September 21, 2023

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

George.Lavatelli@ormondbeach.org

RE: Bailey River Bridge Gardens (Re-Roof Project)
1 North Beach Street
Ormond Beach, Florida

Dear George:

We are pleased to submit our proposal for the **Bailey River Bridge Gardens (Re-Roof Project)** as indicated in the exhibits contained herein for the guaranteed maximum price of **SEVENTY THOUSAND SEVEN HUNDRED FORTY-EIGHT DOLLARS & 02/100's (\$70,748.02)**.

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A" Clarifications & Qualifications
Exhibit "B" GMP Cost Breakdown

Upon receipt of an executed contract and approval of all applicable permits, we anticipate the construction duration to be three (3) weeks to substantial completion.

We are available to meet with you at your convenience to discuss this proposal and to answer any questions you may have.

Thank you again for this opportunity to be of service and we look forward to working with you and the City of Ormond Beach staff in completing this project.

Sincerely,

Paul K. Culver

Paul K. Culver
President



PAUL CULVER CONSTRUCTION, INC.

QUALITY WORK BY SKILLED CRAFTSMEN. EST 2005

License # CGC 059149

Bailey River Bridge Gardens (Re-Roof Project)

Roof Replacement

CLARIFICATIONS & QUALIFICATIONS

EXHIBIT "A"

The following Clarifications & Qualifications are included in the Scope of Work for the Bailey River Bridge Gardens (Re-Roof Project):

- Permit
- Dumpster
- Supervision
- Daily cleanup
- Remove existing roof down to the existing deck and haul away debris.
- Re-nail decking with a #8 ring shank nail to bring roof deck up to code.
- Dry Roof in with a hi-temp self -adhering peel & seal underlayment directly to the roof deck.
- Install new copper drip & copper flashings as needed.
- Install Certi-Split Cedar wood shingles & trim to manufacturer's specifications.
- Install ventilation as needed.
- Final cleanup
- (2) Year workmanship

Paul Culver Construction, Inc.
 201 Osceola Avenue
 Daytona Beach, FL 32114
 386-763-4190 OFC
 386-322-0007 FAX
www.paulculverconstruction.com



Bailey River Bridge Gardens (Re-Roof Project)
ROOF REPLACEMENT

EXHIBIT "B" - COST SUMMARY

EXHIBIT "B" - GMP COST BREAKDOWN					
Bid Pkg	Description	Quantity	UM	Line Item Cost	Total Cost
1A	Project Management	3	WKS	1,500.00	
1A	Superintendent	3	WKS	1,200.00	
1A	Vehicle / Gas & Oil	3	WKS	300.00	
1A	Phones, Computers, Document Reproduction	3	WKS	150.00	
1A	Daily & Final Clean-Up	3	WKS	1,041.50	
					4,191.50
1A	Permitting Allowance	1	LS	500.00	500.00
2A	Roofing	1	LS	58,700.00	58,700.00
	SUBTOTAL				63,391.50
	General Liability Insurance	0.05%			308.50
	Builders Risk Insurance	0.00%			0.00
	Performance & Payment Bond	1.18%			748.02
	Overhead and Profit	10.00%			6,300.00
	GRAND TOTAL				70,748.02



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - New Police Department and EOC West of town		
Department:	Public Works - Engineering		
Subject:	Intent of RFQ - Professional Services for EOC & Public Safety Complex Space Needs Analysis		
Summary:	A top priority identified by the City Commission at their January 31, 2023 Strategic Planning Workshop was for the development of a new Police Station and Emergency Operations Center (EOC). Specifically, this priority identified a need to locate this facility west of the current Police Station and EOC to a location near the geographic center of the City which would provide for a location less susceptible to the impact of severe weather events. This item was included in the current Capital Improvement Plan with funds allocated for planning, design, and permitting, with legislative efforts focused on obtaining assistance from the State of Florida towards the relocation and replacement of the current police station and EOC. This Request for Qualifications (RFQ) seeks to select a consultant qualified in the planning and design of public safety facilities to assist the City in these efforts. Upon selection, the City will enter into a contract with the consultant for a space and needs analysis (Phase 1). Upon successful completion of the first phase, and with City Commission approval, the City would initiate the process to secure a contract to provide for site planning, architectural facility design, permitting, bidding services, and construction oversight.		
Financial Impact:	This project was included in the current year CIP, Fund 301-General Improvement Fund, with a budget of \$2,905,773 for planning, design, and permitting of this facility. It is estimated that the initial Phase of work, space and needs analysis will cost approximately \$200,000.		

Citizen Impact:	An updated and improved public safety facility supports critical police and emergency management operations and provides for the safety of all city residents, visitors, and businesses.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to publicly advertise this project for request for qualifications, unless otherwise directed by the City Commission.	
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292	
Attachments:	1. RFQ 2024-17 PD EOC Needs	
Approval:	Kelly McGuire, Finance Director	11/20/2023
	Claire Whitley, Assistant City Manager	11/29/2023
	Joyce Shanahan, City Manager	11/30/2023



City of Ormond Beach

Purchasing Office, 22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR QUALIFICATIONS

PROPOSER ACKNOWLEDGEMENT FORM (Page 1)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFQ TITLE: Professional Services Related to Space Needs Analysis, Site Planning, and Facility Design for a New Joint Emergency Operations Center and Public Safety Complex

RFQ NUMBER: 2024-17

RFQ DUE DATE & TIME: Thursday, January 18, 2024 at 2:00 PM

RFQ OPENING LOCATION: City Hall Training Room

PRE-PROPOSAL MEETING: Thursday, January 4, 2023 at 2:00 PM, City Hall Room 103

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: _____

PROPOSER'S MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

F.E.I.N. : _____

PHONE NUMBER: _____ **FAX NUMBER:** _____

If returning as a "No Proposal", please state reason (s): _____

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**

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.

REQUEST FOR QUALIFICATIONS

PROFESSIONAL SERVICES RELATED TO SPACE NEEDS ANALYSIS, SITE PLANNING, AND FACILITY DESIGN FOR A NEW JOINT EMERGENCY OPERATIONS CENTER AND PUBLIC SAFETY COMPLEX

RFQ NO. 2024-17

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 qualification submittals from qualified consulting firms to provide to provide Professional, Architectural, and Engineering services related to the completion of a comprehensive space needs analysis; site planning including a review and recommendation of property options; design and permitting of a new Joint Emergency Operations and Public Safety Complex; and performing construction administration services. The City seeks a qualified firm whose project team brings experience and expertise in the planning and design of public and municipal facilities who can provide a professional, timely, and cost-effective service to the City and this project. Respondents must be able to provide examples of successful projects where the completion of space needs analysis resulted in the design and construction of public safety facilities including police stations, emergency operations facilities, fire services facilities, and public works facilities.

The document package necessary for participating in this RFQ can be obtained on-line at www.demandstar.com, or by calling www.demandstar.com at 206-940-0305. If you have any difficulty obtaining the RFQ documents, please contact the City's purchasing office at (386) 676-3223.

There will be a pre-proposal meeting on **Thursday, January 4, 2024 at 2:00 PM** in Ormond Beach City Hall, Room 103 , 22 South Beach Street, Ormond Beach. This meeting is non-mandatory.

Proposals must be submitted no later than **Thursday, January 18, 2024, at 2:00 PM**

THE CITY RESERVES THE RIGHT to reject any or all proposals or parts thereof, or to accept the proposal or parts thereof when considered in the best interest of the City. Any proposal received after the time and date specified will not be considered.

STATEMENT OF PURPOSE

The City of Ormond Beach currently houses its Police Department in a facility located just east of U.S. Highway 1 on the north side of Granada Blvd, that was constructed in 2000. During declared emergencies, the City previously activated its Emergency Operations Center within this facility. Over the past two decades increased staffing needs due to a growing population, and changing public service needs have indicated a need for a combined facility that can meet the needs of today's police, provide for the operation of City during periods of emergency operations activation by the City, meet the needs of the City's Fire Department.

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 and can provide a comprehensive needs analysis, design services, and construction administration for the planning and development of a new combined Emergency Operations Center and Public Safety Complex.

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

December 10, 2023	Advertisement
January 4, 2024 at 2:00 PM	Non-mandatory pre-proposal meeting City Hall Room 103, 22 South Beach Street
January 18, 2024 at 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.
January 19 – February 1, 2024	Proposal Rankings
March 5, 2024	City Commission Approval of contracts.
April 1, 2024	Contract effective date

SCOPE OF SERVICES

There are three basic phases to the proposed scope of services that will result in a new completed police station. These three phases are defined as follows:

Phase I: Space Needs Assessment, Conceptual Design and Design Development

Under this phase, the architect will conduct a space needs assessment and, using industry standards, project experience, and input from City staff, develop conceptual designs for the police station facility that will accommodate the anticipated needs of the City's Police Department and Emergency Operations for 20 years. This recommendation shall be presented to the City for review and comment. Once the City has selected a final design concept, the consultant shall proceed with Phase II of the contract.

Task #1 – Space Needs Assessment/Program Development

A comprehensive evaluation of current and future needs for the new police department facility. The methodology used for conducting this study must include, but is not limited to, physical inspection, staff interviews, jurisdictional growth projections, workload, organizational structure, etc. The professional firm shall assess and identify the needs of the Police Department, including, but not limited to:

- a) Current needs and anticipated growth potential (10 and 20 years)
- b) Desired functions and department divisions
- c) Communication Center design, equipment and needs in accordance with national, state, and industry standards
- d) Community outreach requirements
- e) Personnel growth potential and associated equipment and storage
- f) Internal security needs, separation requirements for civilian personnel, sworn personnel, the public and detainees
- g) Intake, processing, handling and storage of evidence: small and bulk property as well as vehicular impound needs
- h) National and State of Florida Accreditation Standards and how they relate to program requirements and the safe, efficient, and effective delivery of traditional and non- traditional law enforcement services
- i) Professional development areas including classroom settings
- j) Firearm storage and armor areas
- k) Detention area needs including but not limited to size, number of detention spaces, national and federal standards, separation of gender and youth, detainee and employee health requirements
- l) Accessibility requirements
- m) Potential of shared facilities among police department divisions and functions
- n) Needs for parking, exterior storage, communications tower, site ingress and egress, traffic control, sally port, police vehicle storage, impound vehicle storage, special city equipment storage, fuel delivery (Refueling of vehicles)
- o) Separation requirements for site access for employees/personnel, the public and

- detainees
- p) Employee collaboration areas
- q) Staff support spaces
- r) Record retention and vital record storage
- s) Administrative offices
- t) Employee locker rooms and shower facilities (male/female for sworn, civilian, volunteer police and police explorers)
- u) General storage needs and custodial space requirements
- v) Mechanical equipment space requirements
- w) Circulation and adjacency requirements as well as impact on abutters
- x) ADA Requirement of all areas of the building including detention areas
- y) Emergency Operations Center design, equipment and needs in accordance with national and state standards
- z) Fire Department Administration

Program Development includes preparing a comprehensive and complete program addressing the emergency services functions performed by the department including, but not limited to, public access, public meeting space, communications, administrative offices, interview areas, booking and secure holding facilities, evidence lockers and storage, training/meeting rooms, equipment lockers/storage areas, IT closet(s), and copier room.

The program development will be based on the needs assessment and discussion with personnel from the City's Police, Fire, Public Works Staff; additional staff representing Engineering, Planning, and Information Technology will be made available as needed to address questions regarding operational needs. Selected professional must provide at least three different opportunities for City Staff to provide input and discuss needs as well as at least three meetings with the Department Heads including the Police Chief, Fire Chief, and Public Works Director prior to and after meeting with City Staff as well as prior to submission of the final report.

Deliverables include a written report summarizing the space needs of the Emergency Operations Center and Public Safety Complex including a program list with function and square footage and diagram.

Task #2 – Site Evaluation

The City tentatively plans to build the new facility on a new site. A preliminary site analysis have was performed under a previous study. The consultant will review the results of the past study as well as other parcels with potential for development within the City to determine the optimal location based on ability to respond, site resiliency during activation of emergency operations, and potential for development of a complete site. In this consideration, it is desired to determine the ability of the site to provide a location for facilities in the following order of importance:

1. Police Operations and Administration
2. Emergency Operations Center
3. Fire Administration

4. Public Safety Training and Exercise

The site evaluation should determine the minimum lot size required based upon the square footage of the building(s) along with the needs for parking, utilities, exterior storage, site ingress and egress, traffic control, sally port, police vehicle storage, impound vehicle storage, special city equipment storage, shooting range, vehicle operator training course, fire training, and fuel delivery. For parking considerations, the firm should consider ground parking, garaged parking and/or a combination of ground and garaged parking. Cost evaluation for the type(s) of parking is a major factor in the site evaluation.

The consultant shall consult with City staff and make maximum use of available engineering and other data for the site prior to proceeding with assessments.

The firm will provide evaluation criteria for the objective consideration of the site using many factors, provide a weighted "criteria value" for each of the factors, based upon their respective overall value or degree of importance and conduct a detailed evaluation of the site(s).

Deliverables include a report providing a Site Analysis Matrix based on the development potential of the site(s) and confirming the adequacy of up to five locations of potential sites considered. The matrix will need to be in a format that the City can use if other sites become available.

Task #3 – Pre-Schematic Design Plan

The professional firm shall develop preliminary design drawings focusing on building plans and site plans fitted to the selected sites. Process should be interactive facilitating maximum involvement by City staff. A minimum of two schematic design sessions reflecting the incorporation of changes recommended by City staff should be anticipated.

The conceptual design must be of presentation quality and include a preliminary site plan, floor plans, and elevation sketch. The schematic design plans for the new Police Department Facility will include plans, models, color renderings and sketches to use for a presentation at a City Commission meeting at a date yet to be determined. The applicant's proposal should describe in detail the quality of the plans and any other promotional materials that will be provided within the maximum overall project budget.

Task #4 – Total Project Cost Estimate and Schedule

The consultant will provide a total project cost estimate that includes all soft costs related to the design and construction of the building (i.e. construction cost estimate, furniture/equipment, project management, fees, contingencies, etc.). Additionally, a complete estimated project schedule for future design development and construction phases will be provided.

Deliverables include a report summarizing the costs of all project elements and estimated time frames for implementing all phases of design and construction. The final design cost estimate will include the costs associated with producing fully engineered building plans ready for contractor bids, permitting, and construction. The construction cost estimate will be a budgetary estimate for construction based on the conceptual design.

Task #5 – Meetings and Public Outreach

The Consultant shall prepare with their proposal and outline for those activities proposed to provide public outreach regarding this meeting. The selected consultant will be expected to conduct and lead a minimum of three public meetings comprised of a public workshop for the general public, a workshop for the Mayor and City Commission, and a presentation of the final report to the City Commission at a regularly scheduled Commission meeting. City staff will assist in identifying and preparing directed invitations for critical civic groups and community leaders. In addition to any discovery meetings deemed necessary by the consultant, the selected consultant will be expected to attend and lead five (5) progress meetings with City Staff initially identified as 30% progress, 60% progress, workshop preparation, 90% progress, and preparation of final report to Commission.

Task #6 – Final Report

The consultant will prepare a final report discussing the methodology used for the study and include all options considered and a discussion of the pros and cons for each option.

One (1) bound written report based on the described scope of services must be provided. The report and preliminary plans shall also be provided in an electronic format acceptable for widespread reproduction and distribution. The City of Ormond Beach shall own all rights to any reports, plans, or promotional materials produced under this scope of services. The consultant must be prepared to attend up to five (5) additional meetings to present the report to the City.

Phase II – Final Design of New Facility Building(s) and Site

The professional firm shall prepare final construction plans, specifications, and estimates adequate to bid a contract for the construction of the police station facility, including utilities and site improvements. In addition to preparation of construction documents, specifications, construction cost estimates, and timelines, under this phase the consultant shall respond to all questions posed by prospective bidders during the construction bid process. The consultant shall also prepare and distribute any necessary addenda, shall evaluate all bids and shall make a recommendation to the City regarding the bids.

The scope of design services expected to be required include, but may not be limited to:

- Architectural design services
- Preliminary and final engineering (civil, structural, electrical, mechanical, plumbing) design services
- Surveying services
- Geotechnical services
- Utility engineering services
- Permitting services
- Bidding and contract award services

The design will comply with all local, county, state, and federal requirements. Permits from all applicable agencies must be obtained by the consultant.

Phase III – Construction Administration

The consultant will also administer the construction contract and make periodic site visits during construction, as negotiated. The scope of the construction administration services may also include attending pre-construction meeting, providing conformed (certified) plan sets to project contractor, provide CAD files to project contractor for survey layout purposes, reviewing/approving material and structure submittals, reviewing RAIs submitted by contractor to City & provide written responses, reviewing/recommending change order requests submitted by contractor to City, reviewing/approving time extension requests submitted by contractor to City, providing resident observation inspections of the project construction, preparing written construction activity reports with photographs, notifying City and Contractor of deficiencies with recommendations for corrective measures, attending weekly status meetings with contractor and City representatives, reviewing/approving of contractor Pay Applications; reviewing certified geotechnical engineering test reports, attending City scheduled pre-final and final inspections, assisting City with construction punch-list of deficiencies, and issuing Engineer's certification of substantial completion.

The City intends to contract with the selected consultant for all three phases. The initial contract will be for Phase 1 – Space Needs Analysis. Subsequent phases will be awarded to the selected consultant upon the successful completion of previous phases.

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.
 - 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 Standard Form (SF) 330. 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.

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 January 11, 2024 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 January 18, 2024, 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 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 may designate up to three of the most qualified proposers based on rankings; these proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. A final contract will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

TERM OF AGREEMENT

The agreement shall become effective upon execution of a contract and approval of the contract by the City Commission.

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

- (d)** Excess Liability

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

- (e)** Builder's Risk

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

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

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

RFQ TITLE: Professional Services Related to Space Needs Analysis, Site Planning, and Facility Design for a New Joint Emergency Operations Center and Public Safety Complex
RFQ NO.: 2024-17

NAME OF FIRM: _____

REVIEWER: _____

DATE: _____

	<u>Points</u>
Qualifications of the Firm (30 pts.)	_____
Project Team (25 pts.)	_____
Relevant Project Experience (30 pts.)	_____
Location of Firm (10 pts.)	_____
Within 30 miles of Ormond Beach City Hall – 10 Pts.	
Within 70 miles of Ormond Beach City Hall – 7Pts.	
Greater than 70 miles from Ormond Beach City Hall – 3 Pts.	
Minority Business Enterprise (5 Pts.)	_____
<u>Total Points:_____</u>	



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.I

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 - Fleming Ave Drainage Improvements		
Summary:	This provides public notice of the City's intent to issue an invitation to bid for the Fleming Avenue Drainage Improvements, Bid No. 2024-15. During the period of May 17-24, 2009, the City experienced a storm event that resulted in many areas of the City receiving approximately 27 inches of rainfall. This resulted in significant flooding of homes and streets in the Laurel Creek drainage basin area of the City. In June, 2009, the City Commission authorized a stormwater study to be performed by its stormwater consultant, CDM, to determine what improvements could be made to prevent future flooding incidents from occurring. As part of the study, CDM modeled the May storm along with lesser storm events (mean annual, 5, 10, 25, and 100 year/24 hour design storms) for the Laurel Creek area. The study recommended a 2 phase approach to improve the drainage in this area. Phase 1, completed in 2014, interconnected the central park lakes, installed a pump station and a one-way flap gate at Wilmette. In 2019, McKim & Creed, Inc., was authorized to design the Fleming Avenue Drainage Improvements project. This project will interconnect drainage systems on the South Side of Fleming that currently have a private outfall to the Central Park Lake System. This connection will help alleviate the flooding that occurs on Fleming Ave in moderate to heavy rain events. This project was previously bid as 2022-10. The bids came in higher than FEMA HMGP funds would allow at the time. Staff has worked with FEMA to increase the budget and extend the period of performance, allowing for a rebid of this project. The engineer's estimated cost for the project is \$1,970,120.		
Financial Impact:	Funded through a FEMA HMGP grant that was approved and will be reimbursable at 75% of the construction cost. This will result in a		

	\$492,530 cost to the City and \$1,477,590 paid by FEMA based on the engineer's estimated cost of \$1,970,120. A budget amendment from Fund 107-Stormwater Fund will be needed.	
Citizen Impact:	This connection will help alleviate the flooding that occurs on Fleming Ave in moderate to heavy rain events. Construction activities will take place with City Right-of-ways and drainage easements.	
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to reject all bids under 2022-10 and publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. BID 2024-15 plans 2. BID 2024-15 Project Manual	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	11/15/2023 11/15/2023 11/15/2023

FLEMING AVENUE DRAINAGE IMPROVEMENTS

FOR THE CITY OF ORMOND BEACH CITY BID NO. 2024-15

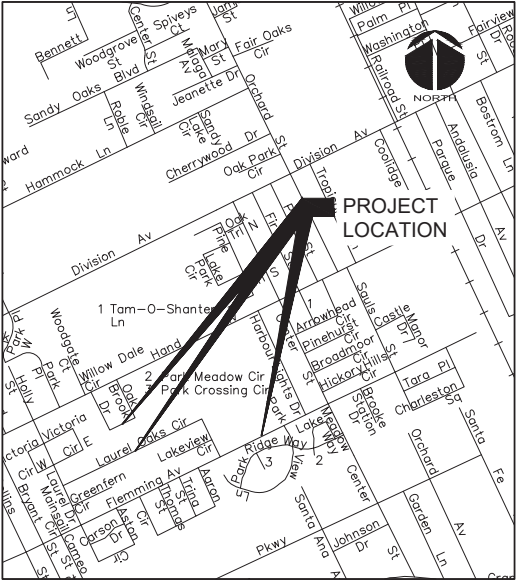
MAYOR
BILL PARTINGTON

COMMISSIONERS
Don Williams, Zone 1
Travis Sargent, Zone 2
Susan Roper, Zone 3
Harold Briley, Zone 4
ROB LITTLETON, ZONE 4

CITY MANAGER
JOYCE SHANAHAN

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, DESIGN STANDARDS
DATED 2014, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE
CONSTRUCTION DATED 2010, AS AMENDED BY CONTRACT DOCUMENTS.

UTILITIES AND STRUCTURES AS SHOWN ON PLANS HAVE BEEN
LOCATED FROM AVAILABLE RECORDS, BUT IT SHALL BE THE
CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE LOCATION OF ALL
UTILITIES AND STRUCTURES TO BE ENCOUNTERED IN THE WORK AND
TO AVOID CONFLICT WITH EXISTING FACILITIES. CONTRACTOR TO
COORDINATE UTILITY RELOCATION.



VICINITY MAP
NOT TO SCALE



City of Ormond Beach
Engineering Division



DAYTONA BEACH FLORIDA
CA Lic. No. 29588

ISSUE FOR BIDDING

Sheet List Table	
Sheet Number	Sheet Title
GENERAL	
G1	COVER
G2	GENERAL NOTES AND ABBREVIATIONS
G3	SITE PHOTOS
REMOVAL PLANS	
D1	REMOVAL PLAN
D2	REMOVAL PLAN
D3	REMOVAL PLAN
D4	REMOVAL PLAN
D5	REMOVAL PLAN
D6	REMOVAL PLAN
D7	REMOVAL PLAN
D8	REMOVAL PLAN
CIVIL	
C1	PROPOSED CONSTRUCTION PLAN AND PROFILE
C2	PROPOSED CONSTRUCTION PLAN AND PROFILE
C3	PROPOSED CONSTRUCTION PLAN AND PROFILE
C4	PROPOSED CONSTRUCTION PLAN AND PROFILE
C5	PROPOSED CONSTRUCTION PLAN AND PROFILE
C6	PROPOSED CONSTRUCTION PLAN AND PROFILE
C7	PROPOSED CONSTRUCTION PLAN AND PROFILE
C8	PROPOSED CONSTRUCTION PLAN AND PROFILE
C9	STORM WATER DETAILS
C10	STORM WATER DETAILS
C11	STORM WATER DETAILS
C12	STORM WATER DETAILS
EXISTING CONDITIONS REPLACEMENT PLAN	
R1	EXISTING CONDITIONS REPLACEMENT PLAN
R2	EXISTING CONDITIONS REPLACEMENT PLAN
R3	EXISTING CONDITIONS REPLACEMENT PLAN
R4	EXISTING CONDITIONS REPLACEMENT PLAN
PAVEMENT STRIPING PLANS	
P1	PAVEMENT STRIPING PLAN
P2	PAVEMENT STRIPING PLAN
P3	PAVEMENT STRIPING PLAN
P4	PAVEMENT STRIPING PLAN
MAINTENANCE OF TRAFFIC	
T1	MAINTENANCE OF TRAFFIC PLAN
T2	MAINTENANCE OF TRAFFIC DETAILS

SCOTT B. SPOONER, P.E.
No. 23273

AC	AT	LG.	LONG
AC	ASPHALTIC CONCRETE/	LN.	LANE
	ASBESTOS CEMENT	LP	LIGHT POLE
AL/ALUM.	ALUMINUM	MAX.	MAXIMUM
ANCH.	ANCHOR	MB	MAILBOX
APPROX.	APPROXIMATE	MES	MISERED END SECTION
AVE.	AVENUE	MN	MANHOLE
BLDG.	BUILDING	MON	MONUMENT
BLVD.	BOULEVARD	N.T.S.	NOT TO SCALE
BLVD.	BLVD.	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
CR.	CIRC	P.V.	PUG VALVE
CL	CL	PVC	POLYVINYL CHLORIDE
CH	CHAST UNK	PVC	POINT OF VERTICAL CURVE
Ø	CENTERLINE	PVT	POINT OF VERTICAL TANGENT
Ø	Ø	PV	POINT OF VERTICAL INTERSECTION
Cg	CHLORINE	PWM	PAVEMENT
CWP	CORRUGATED METAL PIPE	PW	POTABLE WATER
COLL.	COLUMN	R	RADIUS/RESER/RELAY
CONN.	CONNECTOR/CONNECTION	RED	REDUCED
CONC.	CONCRETE	REF.	REFERENCE
CU.	COPPER	REF.	REINFORCED/REINFORCING
D	DEEP/DRAIN	REQ'D	REQUIRED
DBL.	DOUBLE	REST.	RESTRAINED
DA.	DIAMETER	RHT.	RIGHT-OF-WAY
D.I.P.	DUCTILE IRON PIPE	RWM	RECLAIMED WATER MAIN
DISCH.	DISCHARGE	SAN.	SANITARY
DWN.	DOWN	SCHD.	SCHEDULE
DR	DRIVE	SEC.	SECTION
DRWY	DRIVEWAY	SG	SQUARE
E.W.	EACH WAY	SG	SQUARE
EA.	EACH	SPRK	SPRINKLER
EL./ELEV.	ELEVATION	SS	SEWER
EXST.	EXISTING	SSH	SANITARY SEWER MANHOLE
EXP.	EXPANSION	ST.	STEEL
F.H./FHD	FIRE HYDRANT	STL	STEEL
F.M. / F/M	FIRE FORCE MAIN	STL	STEEL
FTG.	FOOTING	SW/MSK	SEWER/W/MSK
GV	GALV.	SY	SYMMETRICAL
GDRL	GUARDRAIL	TB	TOP OF BANK (DITCH)
GI	GRATED	TOP & B.	TOP & BOTTOM
GLV	GLOBE VALVE	TEL	TELEPHONE
GPM	GALLONS PER MINUTE	TEMP.	TEMPERATURE
GRTG.	GRATING	TOP	TOP OF SLOPE (DITCH)
GSP	GRAVITY STEEL PIPE	TYP.	TYPICAL
GR./GRD.	GRADE	UG	UNDERGROUND GAS
G.V.	GRADE VALVE	UT	UTILITY PIPES
GWP	GUY WIRE POLE	UT	UNDERGROUND TELEPHONE
HDWALL	HEADWALL	VP	VERTIFIED CLAY PIPE
H.R.	HANDRAIL	VERT.	VERTICAL
INCH	INCH	VALV	VALVE
INV.	INVERT	W	WIDE FLANGE/WIDE/WATT
IP	IRON PIPE	W	WITH
IR	IRON ROD	W/L	WATER LINE
J.B.	JUNCTION BOX	W/L	WATER LEVEL
JT.	JOINT	W/M	WATER MAIN
		W.M.	WATER METER
		W.P.	WEATHER PROOF
		W.S.	WALL, SEWER, WATER STOP/
		WTR.	WATER

[illegible]

THIS IS A TOPOGRAPHIC SURVEY, NOT A BOUNDARY SURVEY. THE PURPOSE OF THIS SURVEY IS TO PROVIDE A RECORD OF THE INFORMATION REQUESTED BY THE CLIENT FOR THE FUTURE ENGINEERING DESIGN OF SITE IMPROVEMENTS.

EVERY EFFORT HAS BEEN MADE TO ACCURATELY DETERMINE THE SPECIES OF TREES AND SHRUBS AND THE HEIGHT OF THE TREES. HOWEVER, IT IS POSSIBLE THAT SOME TREES DO NOT PRACTICE IN THE FIELD OF DENDROLOGY OR BOTANY. IT IS POSSIBLE THAT SOME TREES SHOWN ON THIS SURVEY MAY BE IDENTICAL TO THOSE NOT SHOWN.

THE LANDS SHOWN HEREON ARE CONSIDERED SUBURBAN MODERATE RISK. THE CALCULATED RISK OF CLOUDBURST MIGHTS OR EXCEEDS THE MINIMUM STANDARD REQUIREMENTS.

EASEMENTS SHOWN HEREON ARE PER THE RECORDED PLAT, INSTRUMENTS OF RECORD PROVIDED TO THE SURVEYOR, OR INFORMATION OBTAINED BY A CURSORY SEARCH OF THE PUBLIC RECORDS OF THIS COUNTY.

NO OTHER INSTRUMENTS OF RECORD WERE PROVIDED TO THIS SURVEYOR.

THERE MAY BE ADDITIONAL COVENANTS, EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS NOT SHOWN ON THIS SURVEY WHICH MAY BE RECORDED IN THE PUBLIC RECORDS OF THIS COUNTY.

THIS SURVEY MAKES NO CLAIMS REGARDING OWNERSHIP OR RIGHTS OF POSSESSION.

ALL DIMENSIONS SHOWN HEREON ARE STATED IN U.S. SURVEY FEET AND DECIMALS THEREOF. FOOT TO METER CONVERSION FORMULA 3.15 US FT = 0.9144036 METERS M.

ALL STREET AND HIGHWAY NAMES ARE GIVEN ON THE POSSIBLE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY. NO UNDERGROUND UTILITY INFORMATION WAS COLLECTED OR VERIFIED.

ALL ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) BENCHMARK R 722, PD DMS206, HAVING A PUBLISHED ELEVATION 164.62 FEET.

THE MINIMAL BENCH CLOSURE FOR THIS SURVEY IS LESS THAN OR EQUAL TO .05" TIMES THE SQUARE ROOT OF THE BENCH LOOP IN MILES.

UNDERGROUND FOUNDATIONS, IF ANY, WERE NOT LOCATED.

ANY REFERENCE TO UTILITIES THAT MAY APPEAR ON THIS MAP, HAVE BEEN LOCATED FROM WORKING DRAWINGS, FIELD OBSERVATION, OR THE POSSIBLE SURFACE OF THE EARTH AT THE TIME OF THIS SURVEY. NO UNDERGROUND UTILITY INFORMATION WAS COLLECTED OR VERIFIED.

THIS PROPERTY LIES WITHIN ZONE "X" (NO BASE FLOOD ELEVATION), ZONE "A" (NO BASE FLOOD ELEVATION), ZONE AE (BASE FLOOD ELEVATION 6.7 FEET), ZONE AE (BASE FLOOD ELEVATION 14.0 FEET), ZONE AE (BASE FLOOD ELEVATION 17.0 FEET), ZONE AE (BASE FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP), (NIPF FORM #122-700214) AND ZONE AE (BASE FLOOD ELEVATION 17.0 FEET).

THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE FOLLOWING PARTY(IES): MOORE AND CREED, INC. AND IS NON-TRANSFERABLE TO ANY OTHER PARTY(IES). THIS SURVEY IS NOT TO BE REPRODUCED, COPIED, REPRODUCED, OR INDIVIDUALLY, ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED. ANY RE-USE OF THIS SURVEY FOR ANY PURPOSE OTHER THAN WHICH IT WAS ORIGINALLY INTENDED SHALL BE AT THE RISK OF THE RE-USING PARTY(IES). THE SURVEYOR AND MAPPER, WILL BE DONE SO AT THE RISK OF THE RE-USING PARTY(IES).

ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY ANYONE OTHER THAN THE SIGNING SURVEYOR IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

THIS SURVEY WAS CONDUCTED IN COMPLIANCE WITH THE STANDARDS OF PRACTICE ESTABLISHED IN CHAPTER 50-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 400.01, FLORIDA STATUTES, AND THE PROFESSIONAL CHARGE OF THE SIGNING SURVEYOR NAME BELOW.

THIS SURVEY IS NOT VALID UNLESS SIGNED BY THE PROFESSIONAL SURVEYOR AND MAPPER HEREON, AND THE SIGNATURE OF THE PROFESSIONAL SURVEYOR.

THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1" INCH EQUALS 200 FEET ON SHEET 1 AND 1" INCH EQUALS 200 FEET ON SHEETS 2 THROUGH 7. ON 24 SHEET BY 36 SHEET MAPS THIS SURVEY MAP WAS PREPARED AT A SCALE OF 1" INCH EQUALS 200 FEET. REPRODUCTION, THIS MUST BE CONSIDERED WHEN OBTAINING SCALE INFORMATION.

FIELD WORK FOR THIS SURVEY WAS PERFORMED ON AUGUST 8, 2018 THROUGH SEPTEMBER 17, 2018.

EXISTING		EXISTING	
	BUSINESS SIGN		WATER VALVE
	CATCH BASIN		MAILBOX
	CLEANOUT		BENCH MARK
	FIRE HYDRANT		WATER METER
	GUY WIRE		CABLE TV LINE
	LIGHT POLE		GAS MAIN
	ROADWAY SIGN		OVERHEAD ELECTRIC
	SANITARY SEWER MANHOLE		SANITARY SEWER FORCE MAIN
	STORM DRAINAGE MANHOLE		SANITARY SEWER GRAVITY MAIN
	TELEPHONE JUNCTION BOX		TOE OF BANK
	UTILITY POLE		TOE OF BANK
	LIMITS OF EXISTING ASPHALT PAVEMENT		UNDERGROUND TELEPHONE
	CONCRETE SIDEWALK		WATER MAIN
	CONCRETE SIDEWALK TO BE REMOVED AND REPLACED		STORM DRAINAGE PIPE
			FOOT CURB INLET
			TO BE REMOVED
			ASPHALT PAVEMENT TO BE REMOVED AND REPLACED



MCKIM & CREED
 139 Executive Circle, Suite 201
 Daytona Beach, FL 32114-7102
 Phone: (386) 274-2828, Fax: (386) 274-1393
 ES0006691
www.mckimcreed.com



PROJ. START DATE:	2019 NOV
MCE PROJ. #	1026-0133
DRAWN	DMP
DESIGNED	SRS
CHECKED	-
PROJ. MGR.	SRS

SCALE	G2 DRAWING NUMBER
HORIZONTAL: NONE	
VERTICAL: NONE	D DIVISION

ISSUE FOR BIDDING

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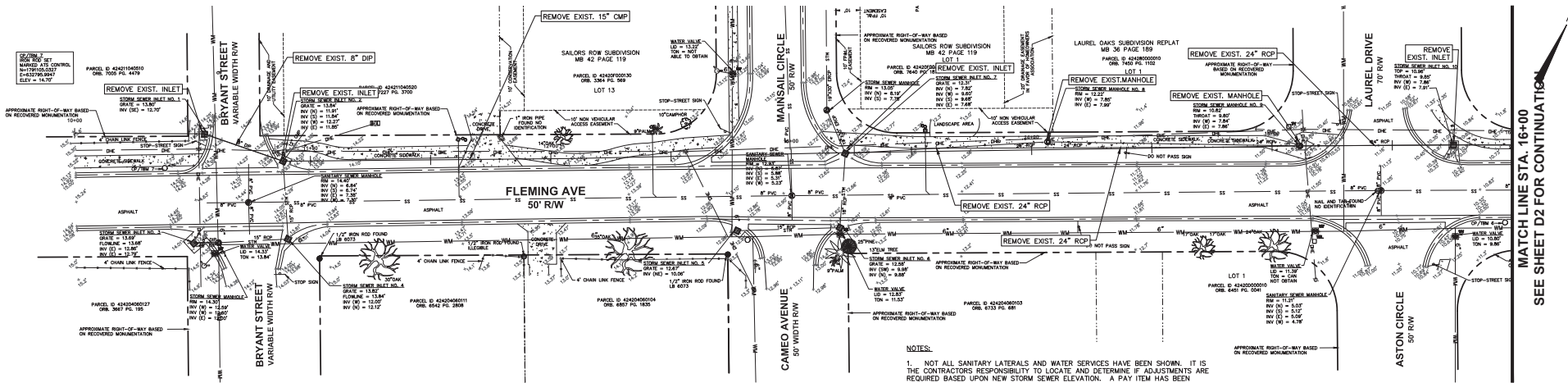
FLEMING AVENUE DRAINAGE IMPROVEMENTS

SITE PHOTOS

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DESIGNED SRS		
CHECKED -		
PROJ. MGR. SRS		

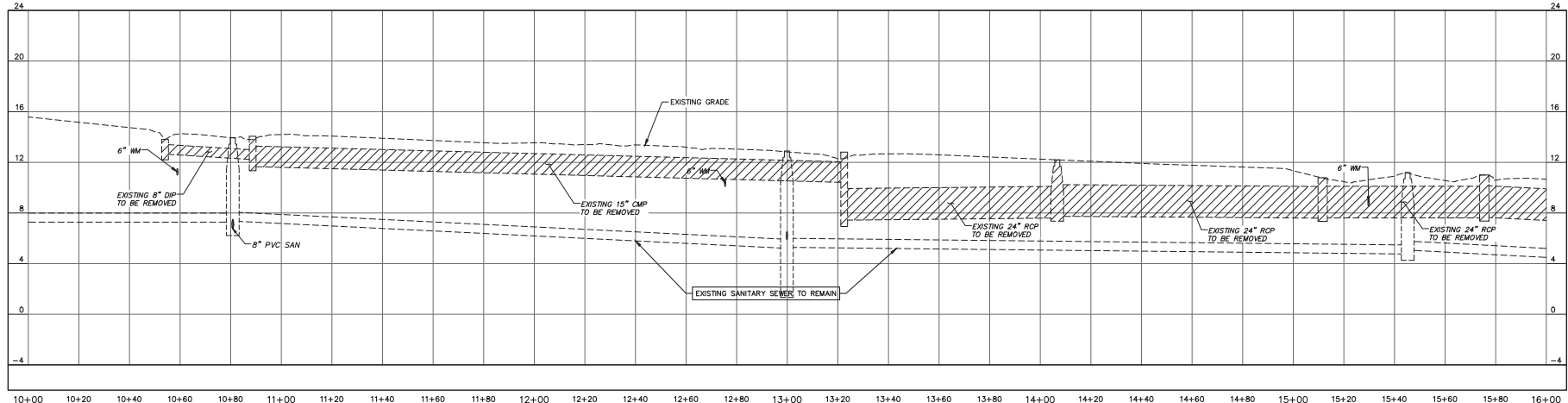
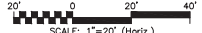
STATUS:

ISSUE FOR BIDDING



PLAN VIEW
HORIZ: 1"=20'

- NOTES:
1. NOT ALL SANITARY LATERALS AND WATER SERVICES HAVE BEEN SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND DETERMINE IF ADJUSTMENTS ARE REQUIRED BASED UPON NEW STORM SEWER ELEVATION. A PAY ITEM HAS BEEN ESTABLISHED IN THE BID OF ADJUSTMENT OF ANY SERVICES/LATERALS.
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 7. ARBORIST SHALL BE RETAINED BY CONTRACTOR TO PROVIDE GUIDANCE ON OAK TREE ROOT REMOVAL/TRIMMING.



PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'

REVISION	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
4	REV SUBMITTAL	DEC 2019



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THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS

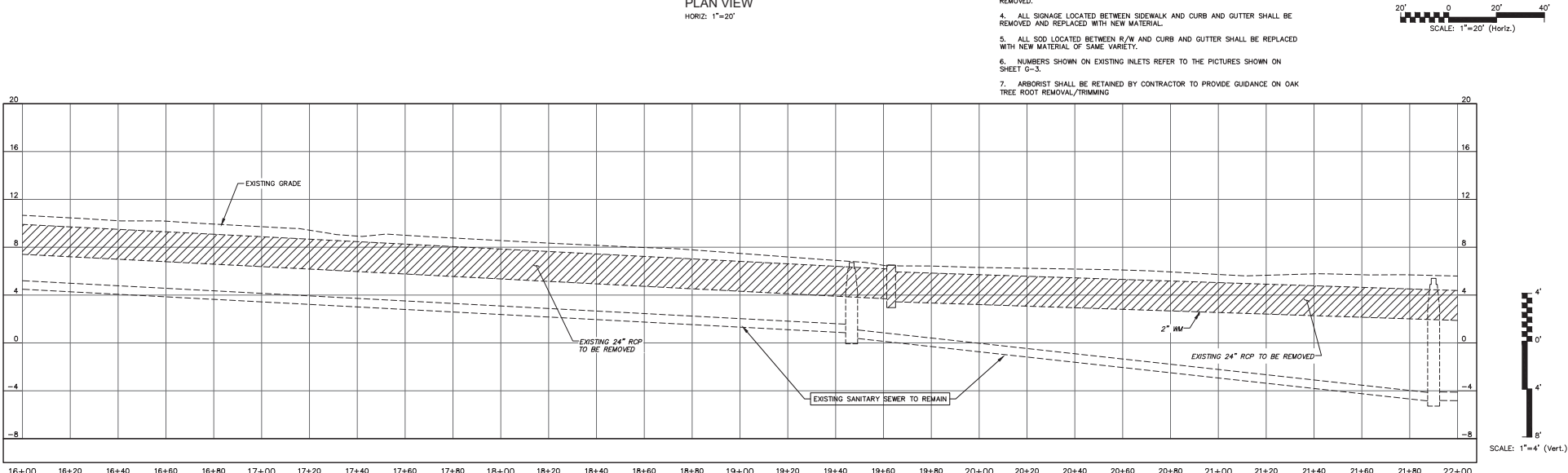
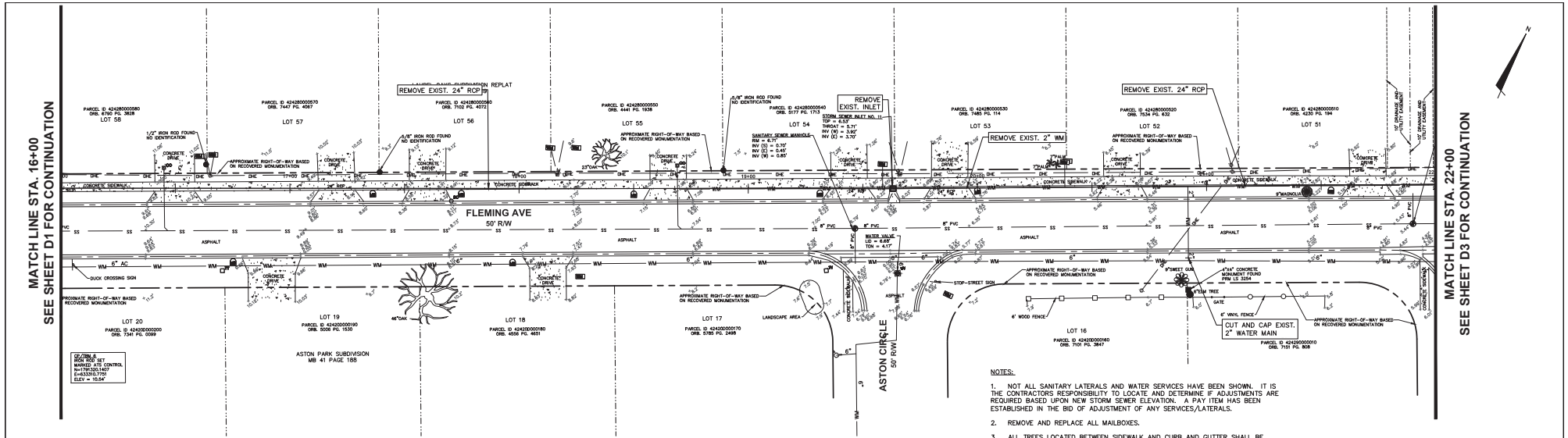
REMOVAL PLAN

PROJ. START DATE: 2019 NOV
ISSUE PROJ. #: 1928-0133
DRAWN: CWP
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

STATUS:

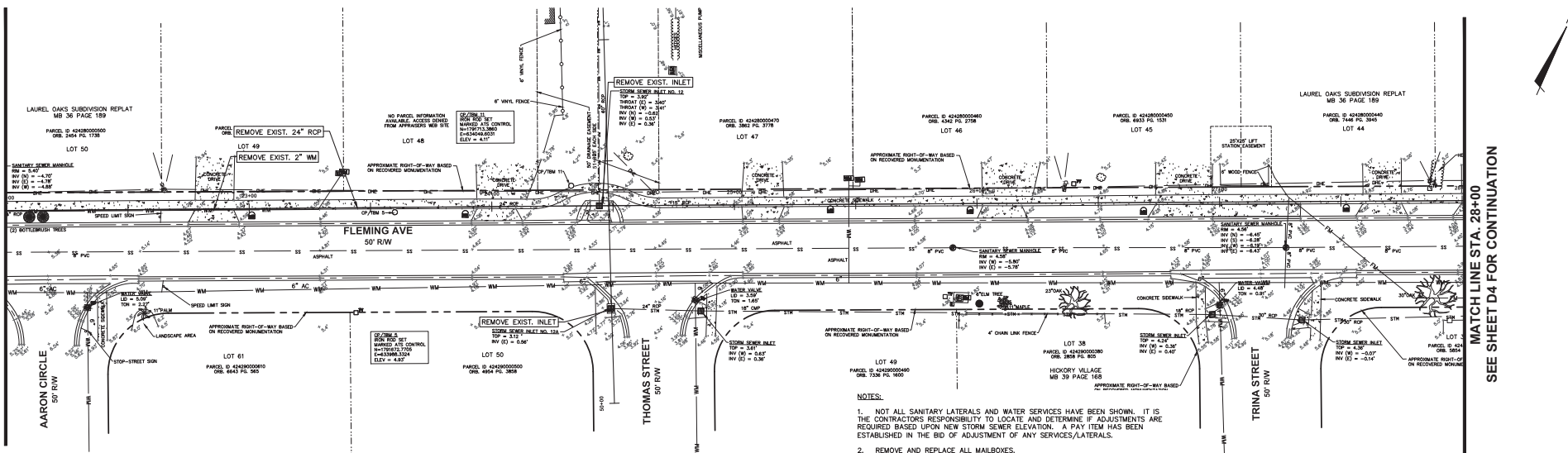
SCALE
HORIZONTAL: 1"=20'
VERTICAL: 1"=4'

D1
ISSUE FOR BIDDING
D



REVISIONS	<table border="1"><tr><th>NO.</th><th>DESCRIPTION</th><th>DATE</th></tr><tr><td>1</td><td>ISSUE FOR BIDDING</td><td>NOV 2019</td></tr><tr><td>2</td><td>ISSUE FOR PERMIT</td><td>OCT 2019</td></tr><tr><td>3</td><td>10% SUBMITTAL</td><td>AUGUST 2019</td></tr><tr><td>4</td><td>5% SUBMITTAL</td><td>DEC 2019</td></tr></table>	NO.	DESCRIPTION	DATE	1	ISSUE FOR BIDDING	NOV 2019	2	ISSUE FOR PERMIT	OCT 2019	3	10% SUBMITTAL	AUGUST 2019	4	5% SUBMITTAL	DEC 2019	139 Executive Circle, Suite 201 Daytona Beach, FL 32114-7102 Phone: (386) 274-2828, Fax: (386) 274-1393 E80009591 www.mckimcreed.com	THE CITY OF ORMOND BEACH	FLEMING AVENUE DRAINAGE IMPROVEMENTS REMOVAL PLAN	<table border="1"><tr><td>PROJ. START DATE: 2019 NOV</td><td>SCALE: HORIZONTAL: 1"=20' VERTICAL: 1"=4'</td><td rowspan="2">D2 DRAWING NUMBER D REVISION</td></tr><tr><td>ISSUE PROJ. # 1026-0133 DRAWN: DMP DESIGNED: SRS CHECKED: SRS PROJ. MGR: SRS</td></tr></table> STATUS: ISSUE FOR BIDDING	PROJ. START DATE: 2019 NOV	SCALE: HORIZONTAL: 1"=20' VERTICAL: 1"=4'	D2 DRAWING NUMBER D REVISION	ISSUE PROJ. # 1026-0133 DRAWN: DMP DESIGNED: SRS CHECKED: SRS PROJ. MGR: SRS
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ISSUE PROJ. # 1026-0133 DRAWN: DMP DESIGNED: SRS CHECKED: SRS PROJ. MGR: SRS																								

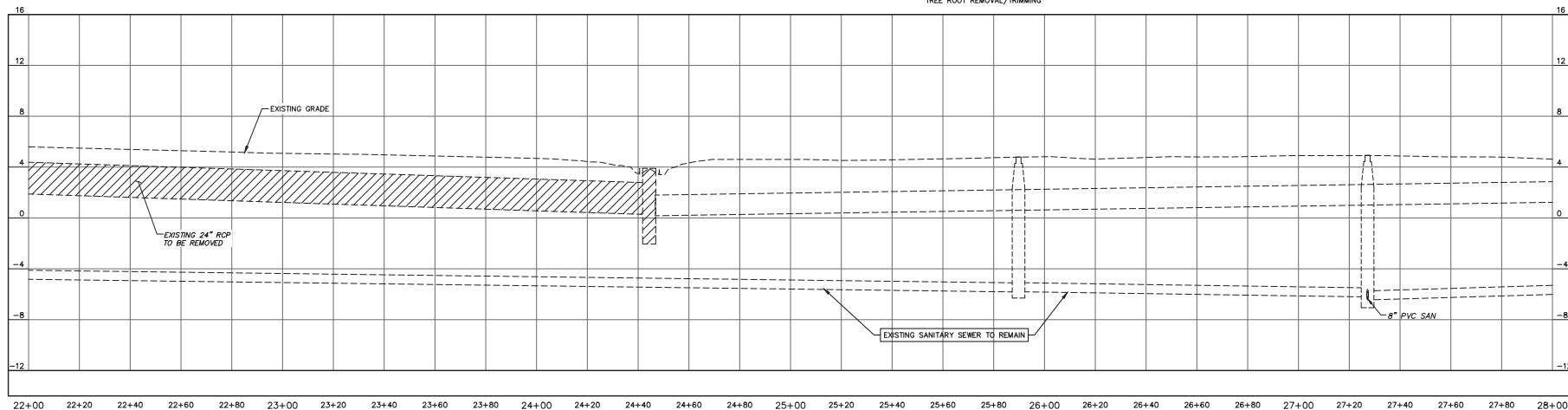
MATCH LINE STA. 22+00
SEE SHEET D2 FOR CONTINUATION



PLAN VIEW
HORIZ: 1"=20'

- NOTES:
1. NOT ALL SANITARY LATERALS AND WATER SERVICES HAVE BEEN SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND DETERMINE IF ADJUSTMENTS ARE REQUIRED BASED UPON NEW STORM SEWER ELEVATION. A PAY ITEM HAS BEEN ESTABLISHED IN THE BID OF ADJUSTMENT OF ANY SERVICES/LATERALS.
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20' 0 20' 40'
SCALE: 1"=20' (Horiz.)



PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'

4'
0'
4'
8'
SCALE: 1"=4' (Vert.)

REV.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV. SUBMITTAL	AUGUST 2019
4	REV. SUBMITTAL	DEC 2019
REVISIONS		



THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE
IMPROVEMENTS

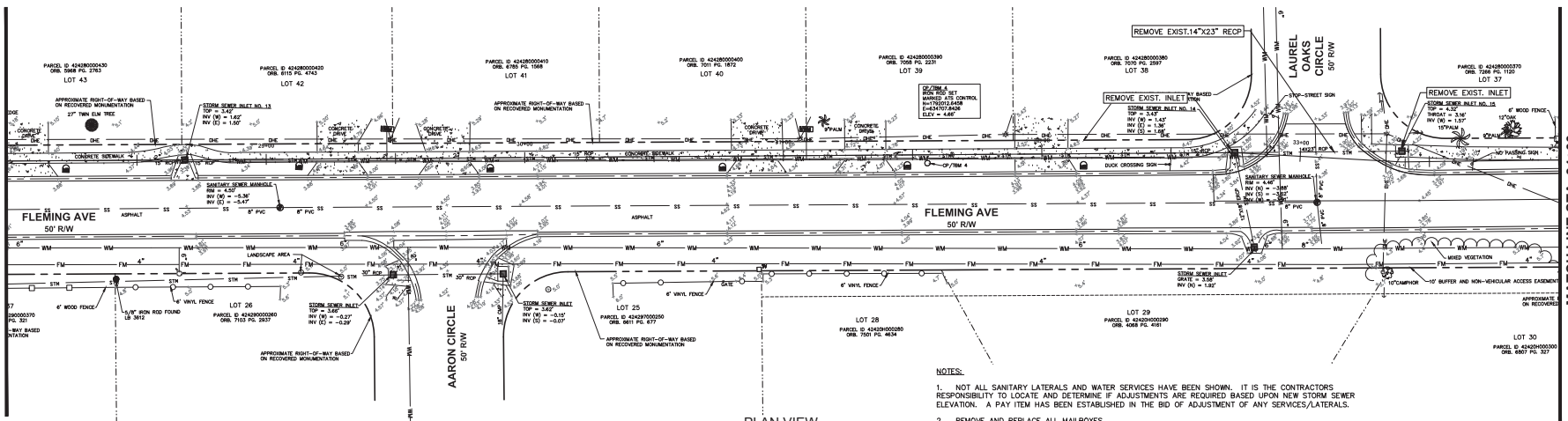
REMOVAL PLAN

PROJ. START DATE: 2019 NOV	SCALE
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DRAWN: DMF	VERTICAL: 1"=4'
DESIGNED: SRS	
CHECKED: SRS	
PROJ. MGR: SRS	
STATUS:	

D3
D

ISSUE FOR BIDDING

MATCH LINE STA. 28+00
SEE SHEET D3 FOR CONTINUATION

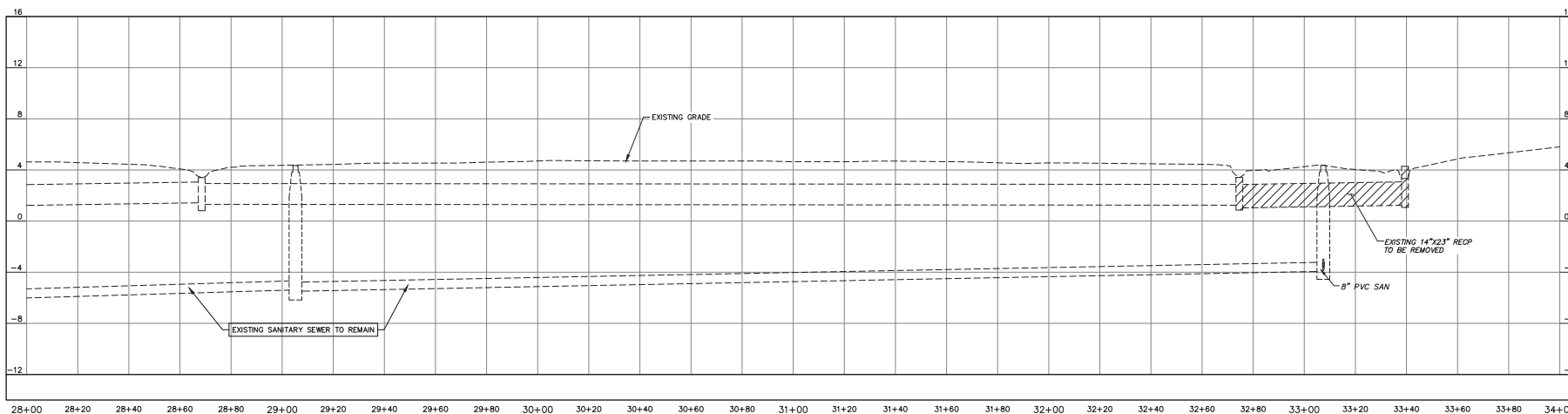


PLAN VIEW
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20' 0 20' 40'
SCALE: 1"=20' (Horiz.)



PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'

4' 0' 4' 8'
SCALE: 1"=4' (Vert.)

REV.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
4	REV SUBMITTAL	DEC 2019

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THE CITY OF ORMOND BEACH

**FLEMING AVENUE DRAINAGE
IMPROVEMENTS**

REMOVAL PLAN

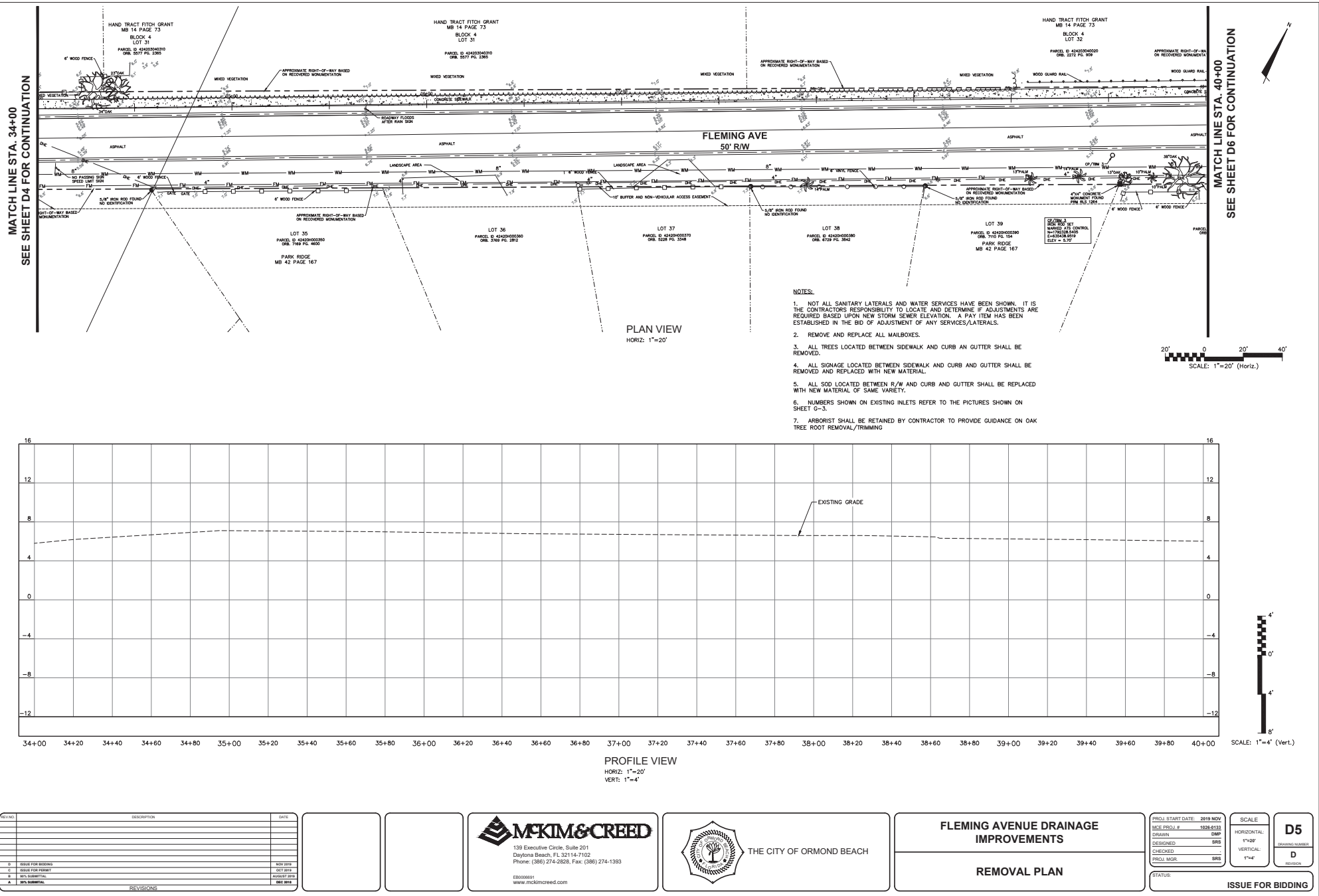
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ISS. PROJ. # 1928-0133
DRAWN: DMF
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

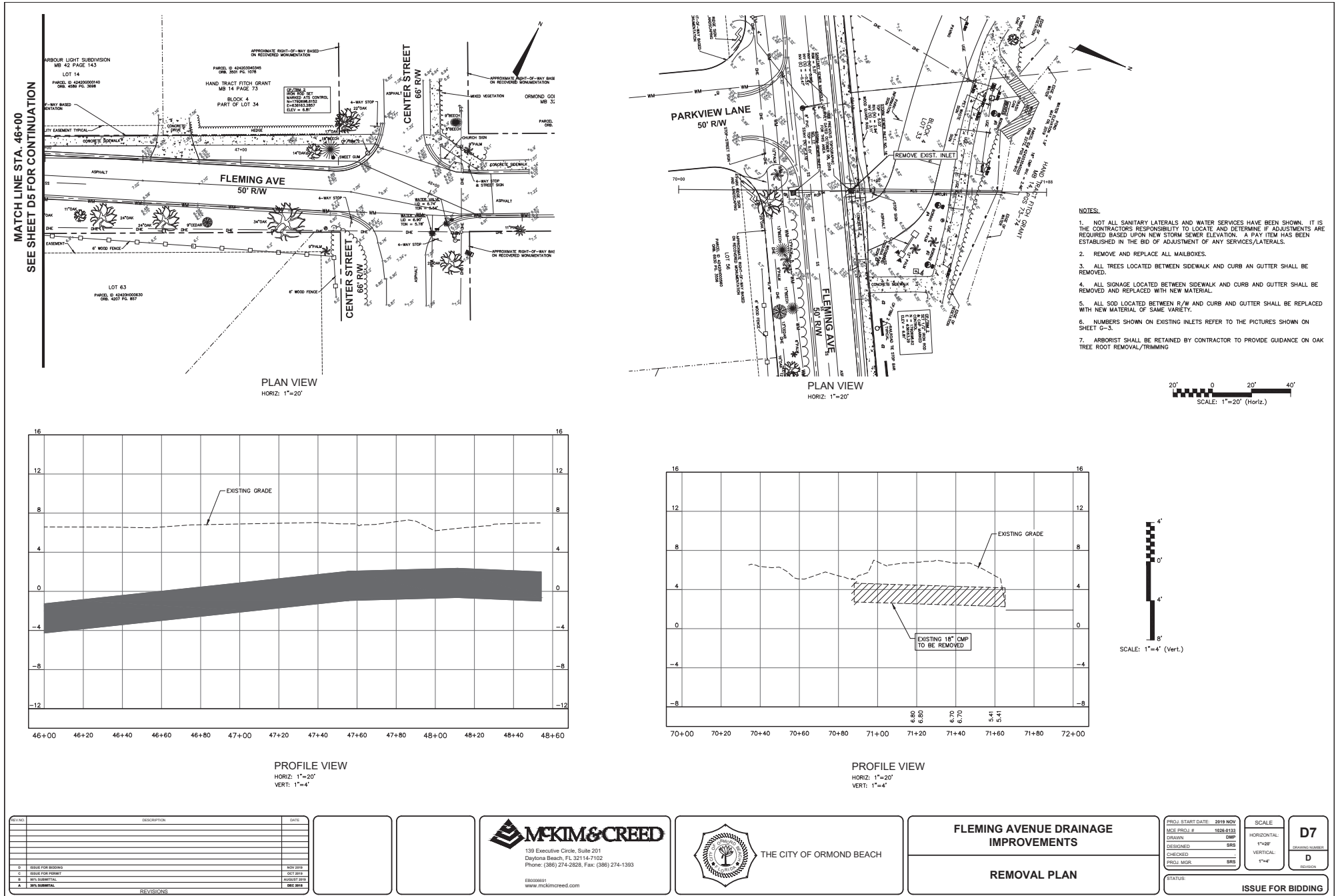
SCALE
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1"=20'
VERTICAL:
1"=4'

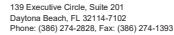
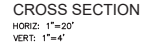
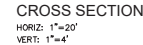
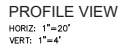
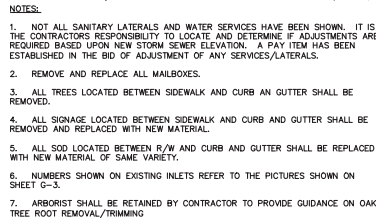
D4
DESIGN NUMBER
D
REVISION

STATUS: **ISSUE FOR BIDDING**

S:\1026\0133\B0-DRAWINGS\DWG\CD102-10260133.DWG 11/21/2019 14:31:20 DOREEN PADGETT







REMOVAL PLAN

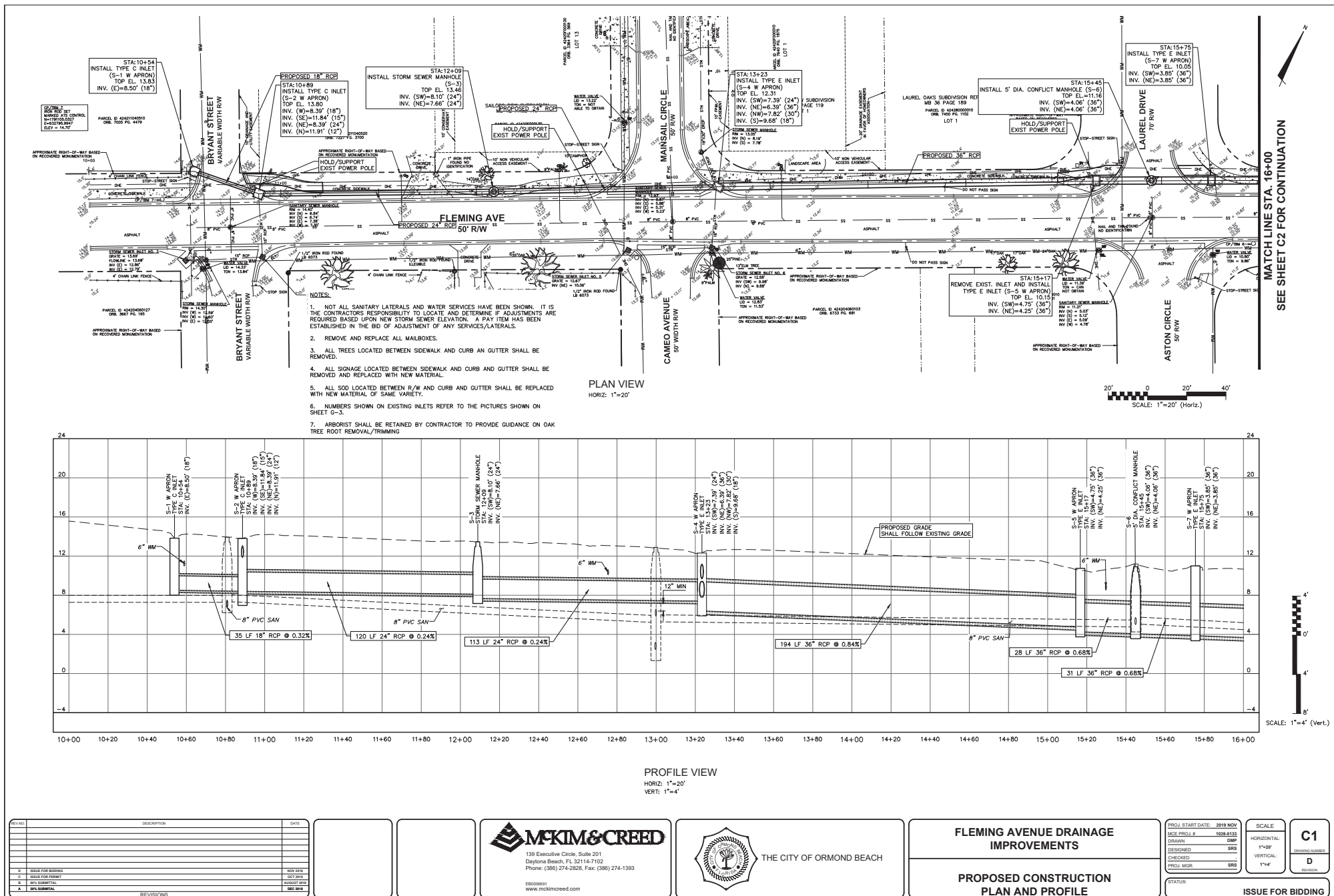
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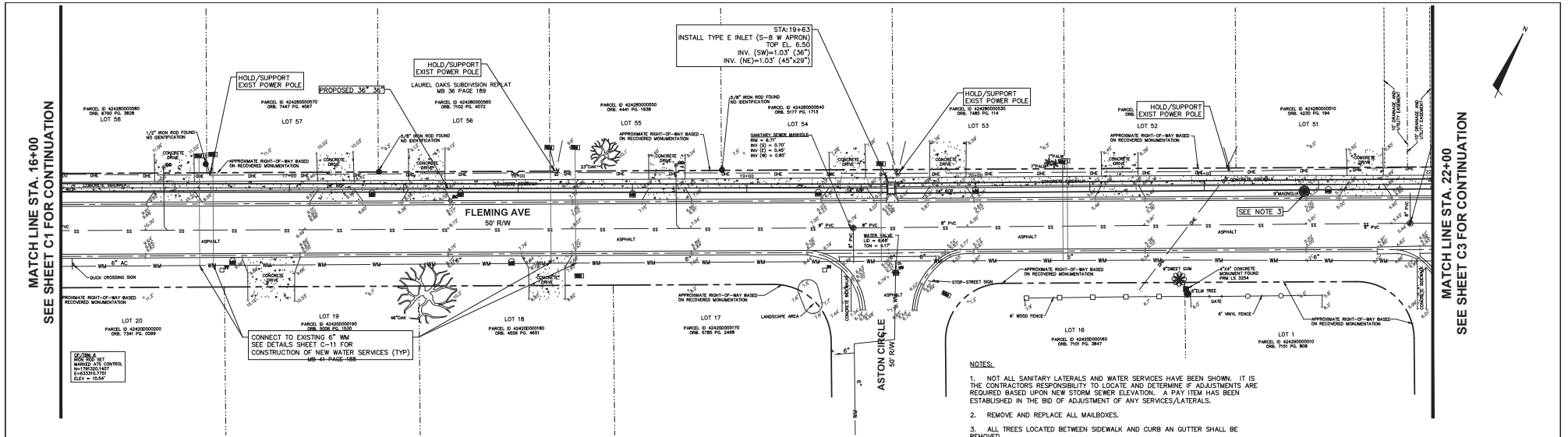
SCALE: 1"=4' (Vert.)

D8

1"=20' DRAWING NUMBER

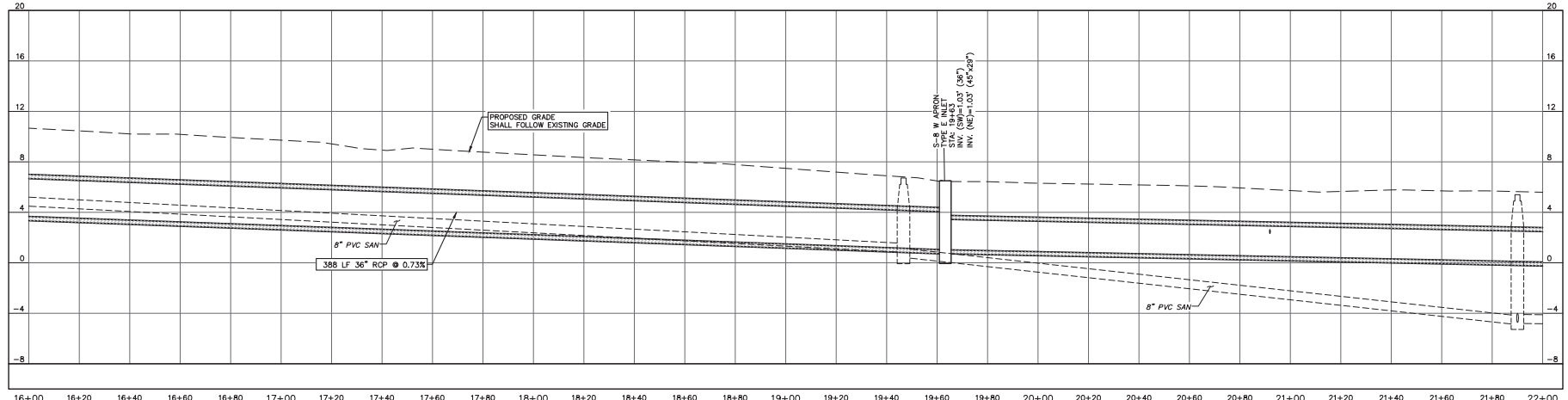
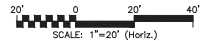
$1^{\circ}=4^{\circ}$	D
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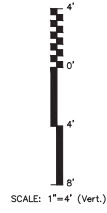


PLAN VIEW
HORIZ: 1"=20'

- NOTES:
1. NOT ALL SANITARY LATERALS AND WATER SERVICES HAVE BEEN SHOWN. IT IS THE CONTRACTORS RESPONSIBILITY TO LOCATE AND DETERMINE IF ADJUSTMENTS ARE REQUIRED BASED UPON NEW STORM SEWER ELEVATION. A PAY ITEM HAS BEEN ESTABLISHED IN THE BID OF ADJUSTMENT OF ANY SERVICES/LATERALS.
 2. REMOVE AND REPLACE ALL MAILBOXES.
 3. ALL TREES LOCATED BETWEEN SIDEWALK AND CURB AN GUTTER SHALL BE REMOVED.
 4. ALL SIGNAGE LOCATED BETWEEN SIDEWALK AND CURB AND GUTTER SHALL BE REMOVED AND REPLACED WITH NEW MATERIAL.
 5. ALL SOD LOCATED BETWEEN R/W AND CURB AND GUTTER SHALL BE REPLACED WITH NEW MATERIAL OF SAME VARIETY.
 6. NUMBERS SHOWN ON EXISTING INLETS REFER TO THE PICTURES SHOWN ON SHEET C-3.
 7. ARBORIST SHALL BE RETAINED BY CONTRACTOR TO PROVIDE GUIDANCE ON OAK TREE ROOT REMOVAL/TRIMMING



PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'



REVISION	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
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THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS

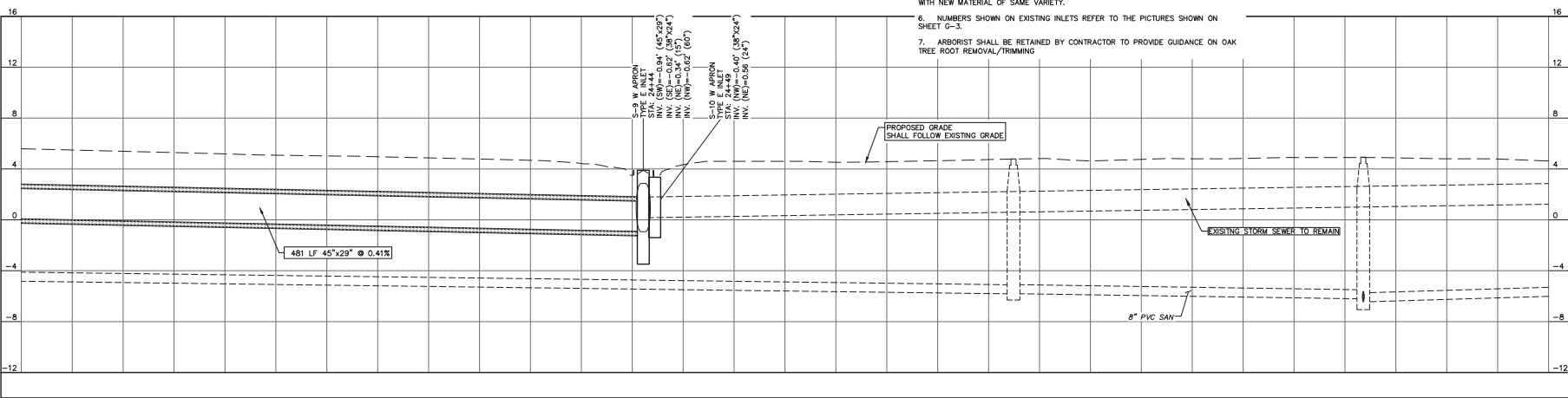
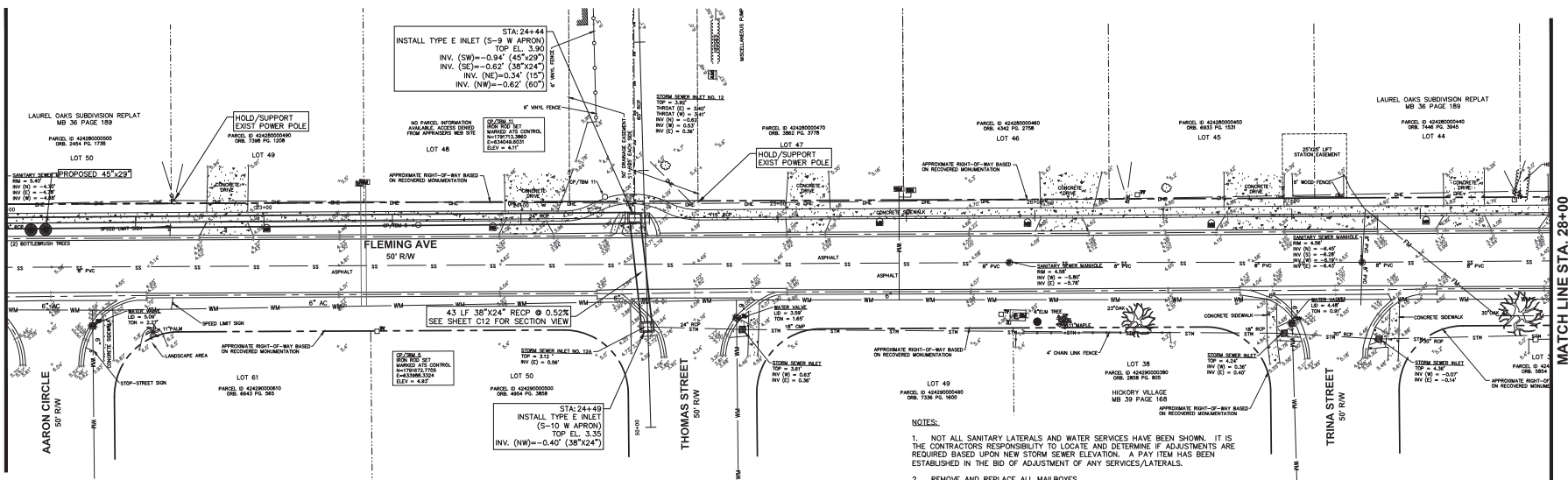
PROPOSED CONSTRUCTION PLAN AND PROFILE

PROJ. START DATE: 2019 NOV
BASE PROJ. # 1026-0133
DRAWN: DMF
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

SCALE
HORIZONTAL: 1"=20'
VERTICAL: 1"=4'

C2
CONSTRUCTION
D
ISSUE FOR BIDDING

MATCH LINE STA. 22+00
SEE SHEET C2 FOR CONTINUATION



REV	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
4	REV SUBMITTAL	DEC 2019

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FLEMING AVENUE DRAINAGE IMPROVEMENTS

PROPOSED CONSTRUCTION PLAN AND PROFILE

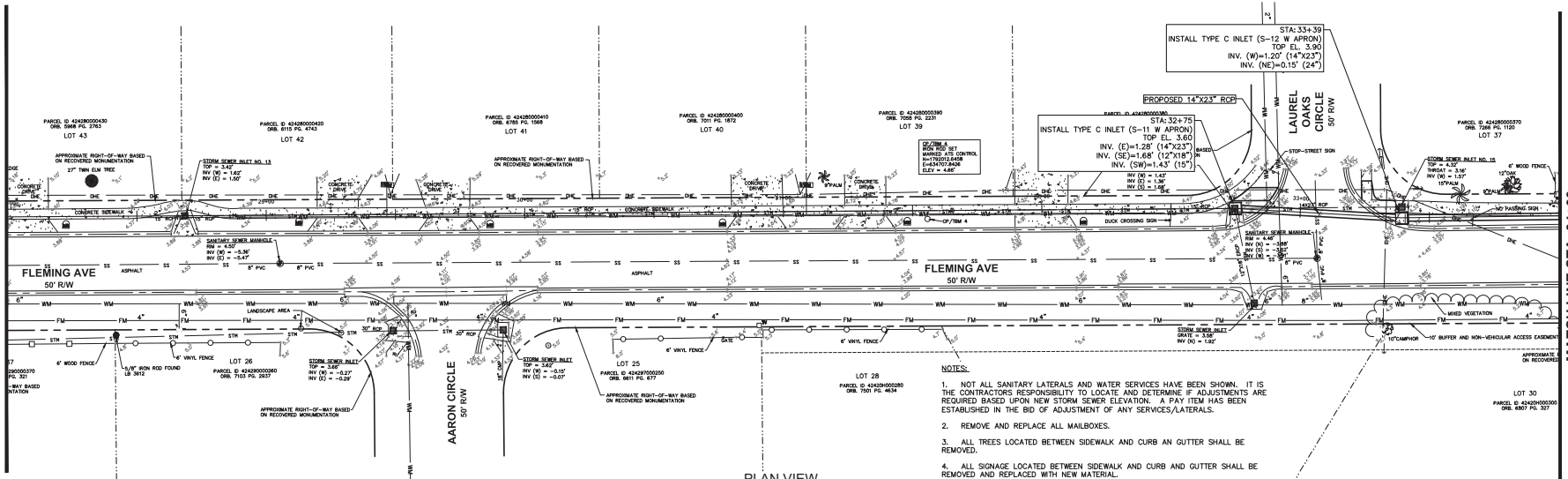
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ISSUE PROJ. #: 10260133.DWG
DRAWN: DMP
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

STATUS: **ISSUE FOR BIDDING**

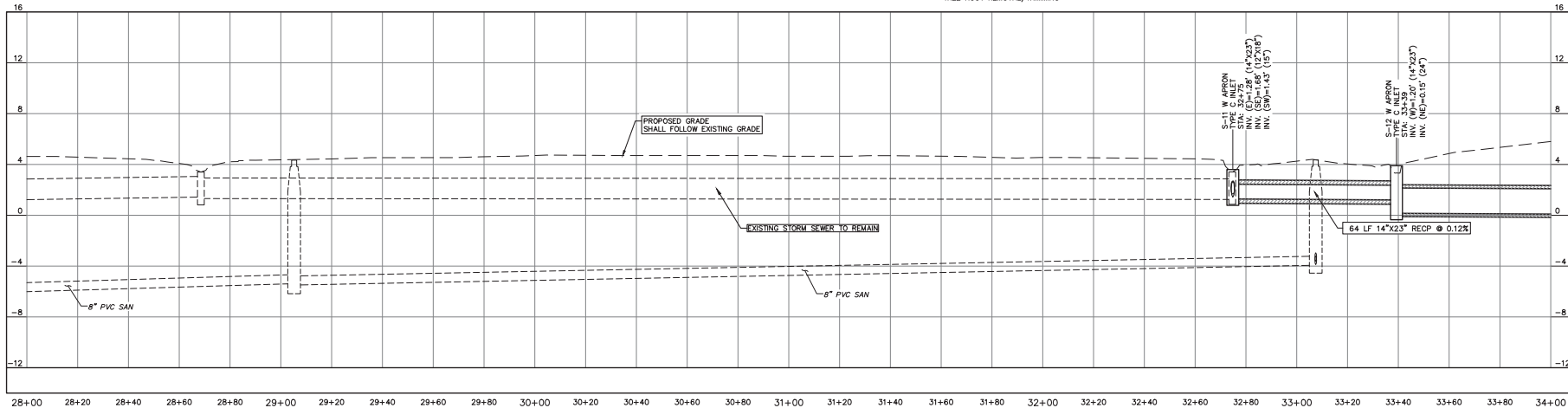
SCALE: HORIZONTAL: 1"=20' VERTICAL: 1"=4'

C3
DESIGN
D
REVISION

MATCH LINE STA. 28+00
SEE SHEET C3 FOR CONTINUATION



MATCH LINE STA. 34+00
SEE SHEET C5 FOR CONTINUATION



REV.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
4	REV SUBMITTAL	DEC 2019



THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS

PROPOSED CONSTRUCTION PLAN AND PROFILE

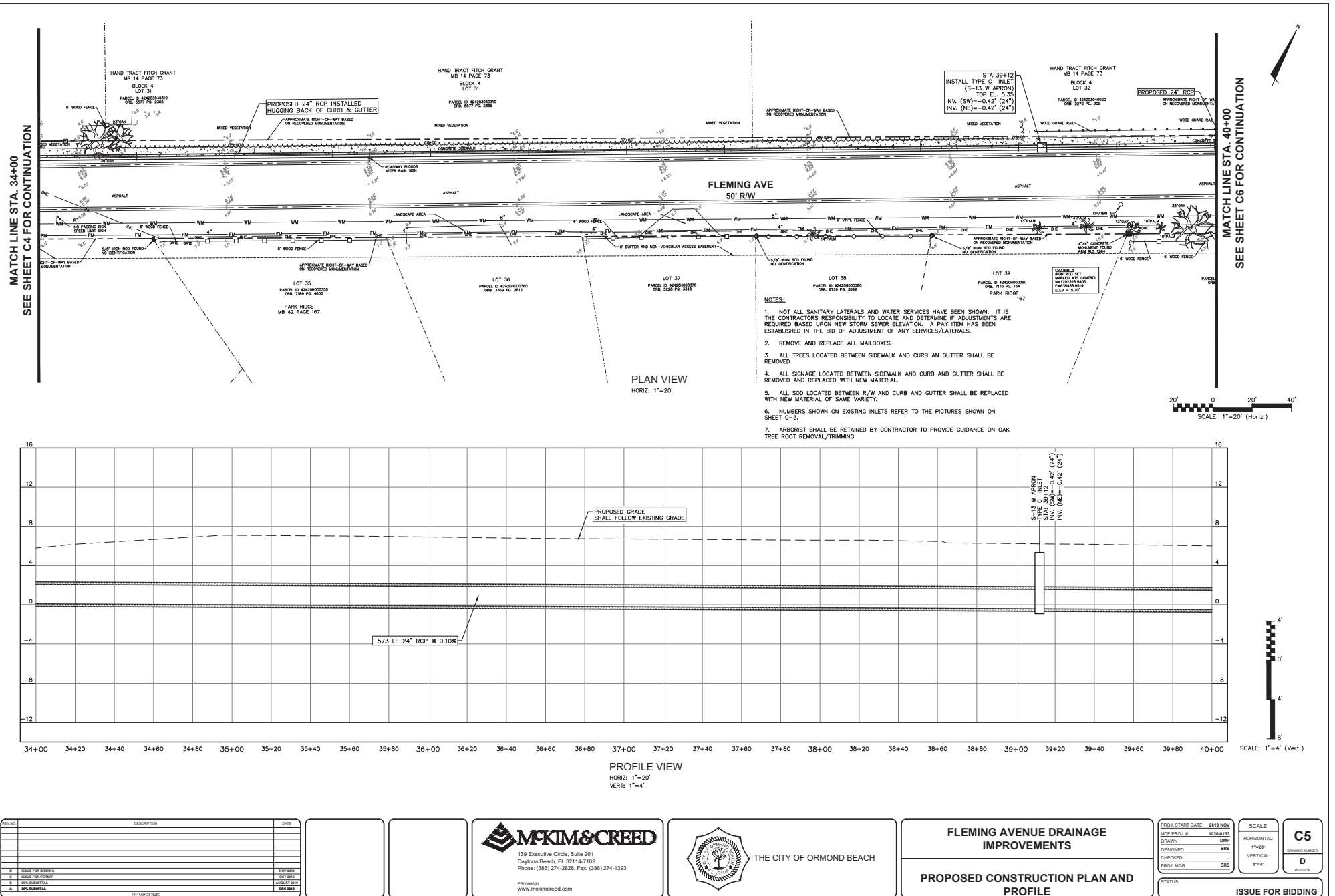
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DRAWN	ONE
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CHECKED	SRS
PROJ. MGR	SRS

STATUS:

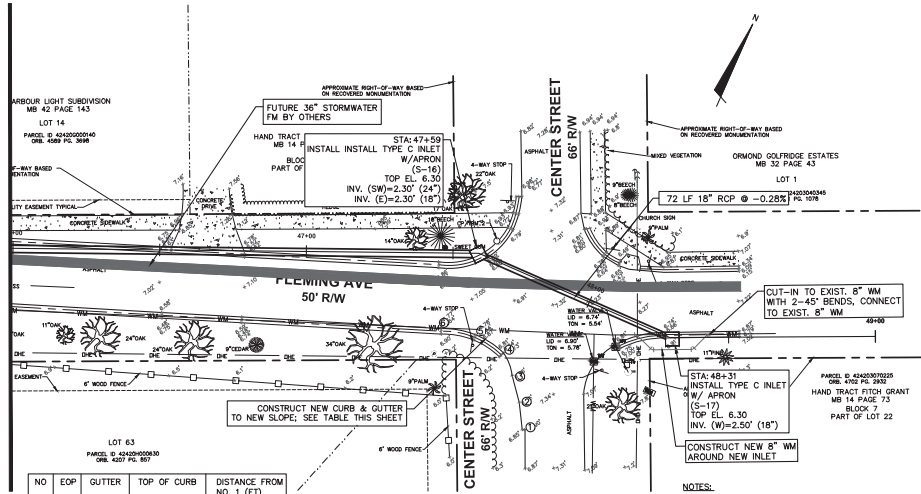
SCALE	C4
HORIZONTAL	1"=20'
VERTICAL	1"=4'
REVISION	D

ISSUE FOR BIDDING

S:\1026\0133\B0-DRAWINGS\DWG\CS101-10260133.DWG 11/21/2019 14:32:23 DOREEN PADGETT



MATCH LINE STA. 46+00
SEE SHEET C6 FOR CONTINUATION

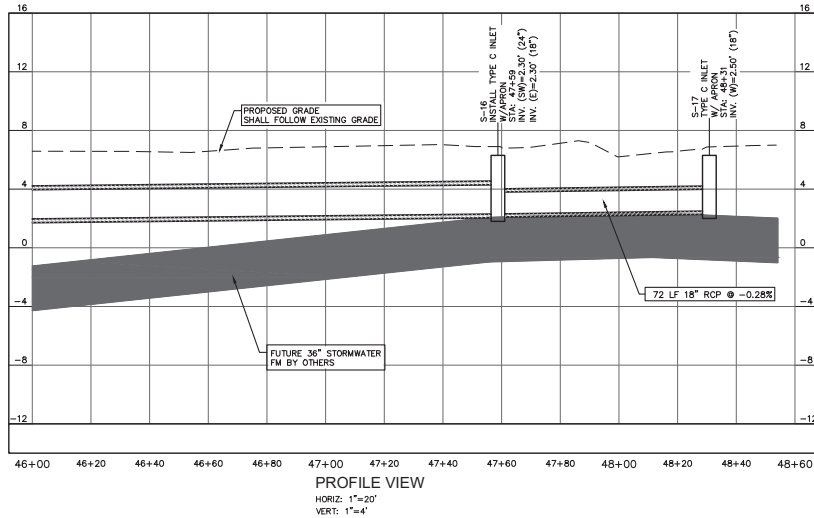


NO	EOP	GUTTER	TOP OF CURB	DISTANCE FROM NO. 1 (FT)
1	6.90	6.82	7.07	0
2	6.87	6.79	7.04	9
3	6.83	6.75	7.00	18
4	6.80	6.72	6.97	26
5	6.78	6.68	6.93	37
6	6.77	6.64	6.90	48

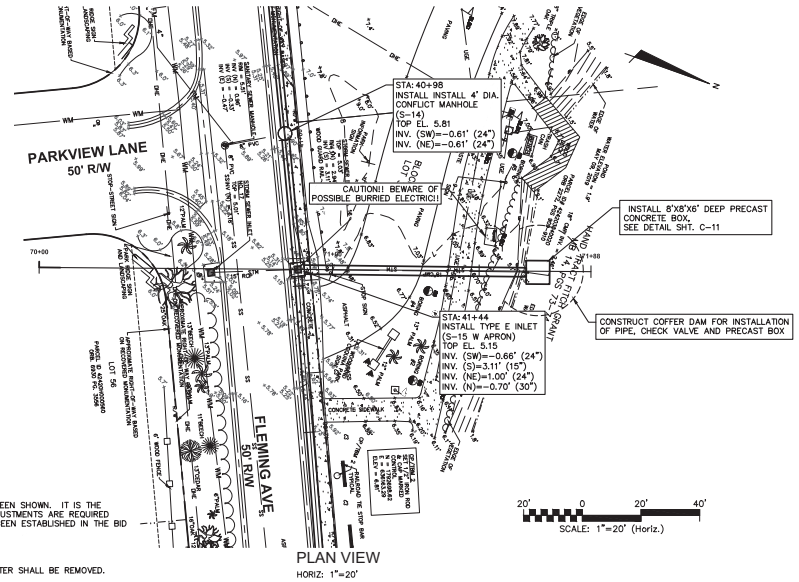
PLAN VIEW
HORIZ: 1"=20'

NOTES:

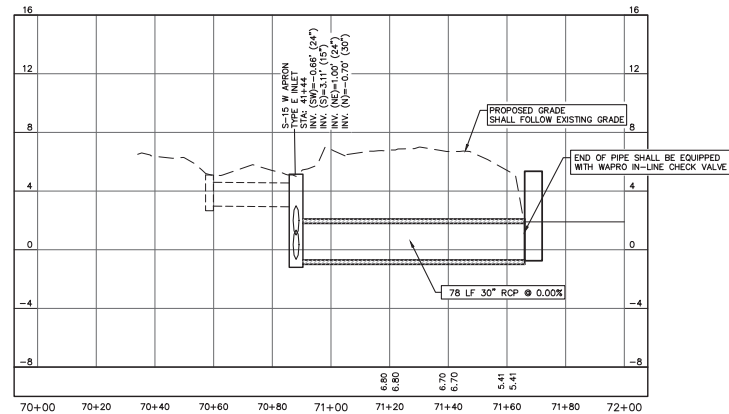
1. NOT ALL SANITARY LATERALS AND WATER SERVICES HAVE BEEN SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND DETERMINE IF ADJUSTMENTS ARE REQUIRED BASED UPON NEW STORM SEWER ELEVATION. A PAY ITEM HAS BEEN ESTABLISHED IN THE BID OF ADJUSTMENT OF ANY SERVICES/LATERALS.
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PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'



PLAN VIEW
HORIZ: 1"=20'



PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'

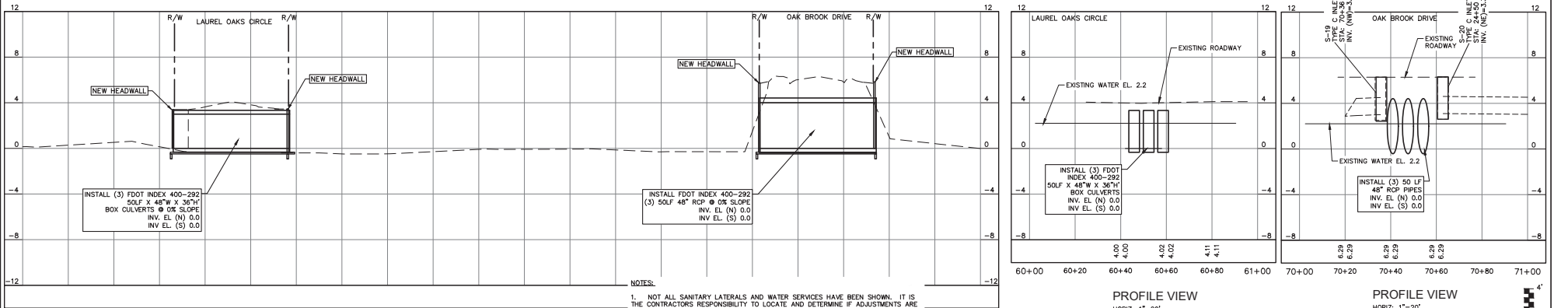
NO.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
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3	REV SUBMITTAL	AUGUST 2019
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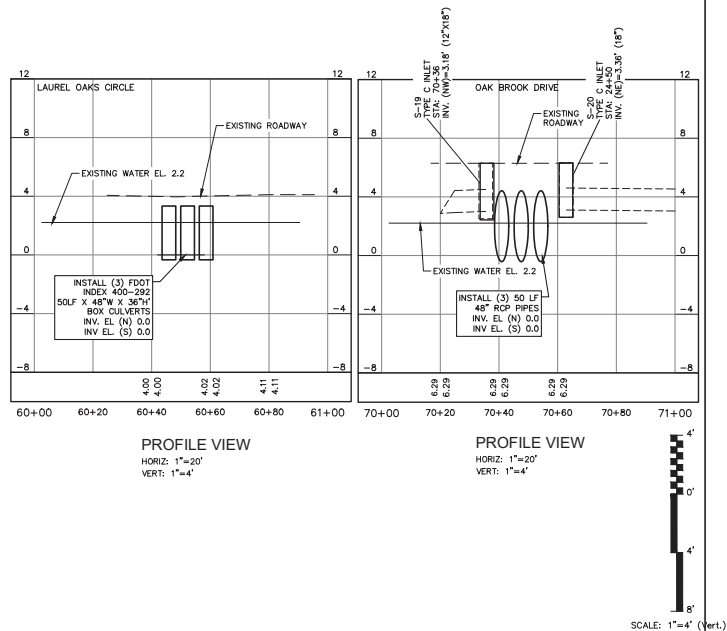
THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS
PROPOSED CONSTRUCTION PLAN AND PROFILE

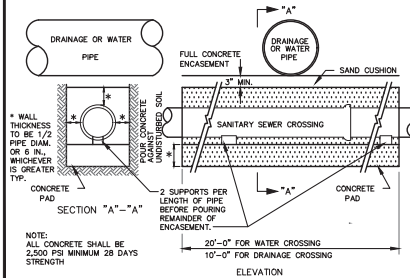
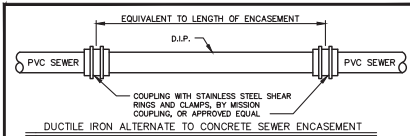
PROJ. START DATE: 2019 NOV
AGE PROJ. #: 1026-0133
DRAWN: DMP
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS
STATUS:
SCALE:
HORIZONTAL: 1"=20'
VERTICAL: 1"=4'
C7
DESIGNING NUMBER:
D
REVISION:
ISSUE FOR BIDDING



- PROFILE VIEW
HORIZ: 1"=20'
VERT: 1"=4'



STATUS: **ISSUE FOR BIDDING**



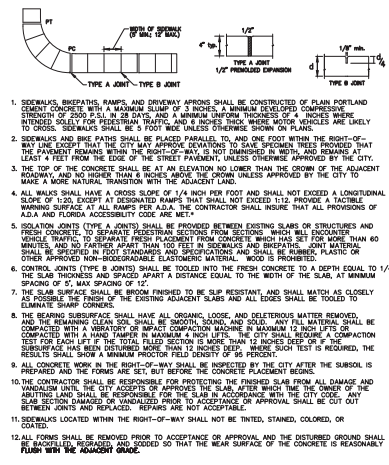
STANDARD CONSTRUCTION DETAIL	INDEX
SANITARY SEWER CROSSING NTS	S-8 DEC 2015

- IN ORDER TO ENSURE THAT NEW DEVELOPMENTS WITHIN THE CITY ARE CONSTRUCTED SUBSTANTIALLY IN ACCORDANCE WITH CITY REGULATIONS AND THE APPROVED DRAWINGS "AS-BUILT" DRAWINGS ARE REQUIRED.
- THE FOLLOWING INFORMATION IS REQUIRED ON ALL PAVING AND DRAINAGE "AS-BUILT" DRAWINGS:
- PAVEMENT AND CURB WIDTHS SHALL BE VERIFIED AND DIMENSIONED FOR EACH STREET AT EACH BLOCK. ALL RADI AT INTERSECTIONS SHALL BE VERIFIED AND DIMENSIONED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
 - ROADWAY ELEVATIONS SHALL BE RECORDED AT ALL GRADE CHANGES OR OTHER INTERVALS AS NEEDED ALONG ALL STREETS. STREET CENTERLINE AND CURB ELEVATIONS SHALL BE RECORDED AS NOTED. THE "AS-BUILT" CENTERLINE PROFILE OF ALL STREETS SHALL ALSO BE SHOWN ON THE PLAN AND PROFILE. THE "AS-BUILT" SHALL BE COMPARED TO THE EXISTING AND DESIGNED PROFILE GRADE LINES. ALL STREET CENTERLINES ON "AS-BUILT" SHALL BE LABELED WITH STREET NAME, AND RIGHT-OF-WAY BOUNDARY ON EVERY BLOCK.
 - STORM DRAINAGE STRUCTURES SHALL BE LOCATED AND/OR DIMENSIONED FROM CENTERLINES OR LOT LINES AS APPROPRIATE.
 - STORM DRAINAGE PIPE INVERT AND STRUCTURE TOP AND BOTTOM ELEVATIONS SHALL BE RECORDED AND CLEARLY IDENTIFIED AS "AS-BUILT" INFORMATION. DESIGN ELEVATIONS SHALL BE CROSSED OUT AND "AS-BUILT" INFORMATION WRITTEN NEXT TO IT.
 - STORM DRAINAGE PIPE MATERIAL, LENGTH, AND SIZE SHALL BE MEASURED AND/OR VERIFIED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
 - ALL APPLICABLE TOPOGRAPHIC INFORMATION PERTINENT TO THE ON-SITE DRAINAGE SYSTEM SUCH AS EXISTING LINES, LAKES, ETC., THAT ARE DEMAND APPROPRIATE BY THE CITY SHALL BE RECORDED. NORMALLY, RECORDED ELEVATIONS SHOULD BE TAKEN AND RECORDED IN ORDER TO ACCURATELY REPRODUCE THE TOPOGRAPHY. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY REPRODUCE THE TOPOGRAPHY. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY REPRODUCE THE TOPOGRAPHY. MEASUREMENTS SHALL BE TAKEN AND RECORDED IN ORDER TO ACCURATELY REPRODUCE THE TOPOGRAPHY.
 - RETENTION AREAS SHALL HAVE THEIR TOP-OF-BANK AND BOTTOM ELEVATIONS RECORDED. ACTUAL MEASUREMENTS SHALL BE TAKEN AND RECORDED. THE SIZE OF ALL RETENTION AREAS, MEASUREMENTS SHALL BE DONE FROM TOP-OF-BANK TO TOP-OF-BANK WITH SIDE SLOVES INDICATED. SEPARATE CALCULATIONS SHALL BE SUBMITTED TO INDICATE REQUIRED AND PROVIDED RETENTION VOLUMES.
 - STORM DRAINAGE SHALE CENTERLINES SHALL BE LOCATED AND ELEVATIONS OF FLOW LINE SHALL BE RECORDED EVERY 100 FEET.
 - ANY SPECIAL FEATURES SUCH AS CONCRETE FLOW LINES, LAKE BANKS, WALLS, FENCING, ETC., WHICH DIMENSIONS SHALL BE NOTED ON THE "AS-BUILT".
 - ACTUAL MATERIALS USED AND ELEVATIONS AND DIMENSIONS OF OVERFLOW WEIR STRUCTURES AND DIMENSIONS SHALL BE NOTED ON THE "AS-BUILT".
 - THE FOLLOWING INFORMATION IS REQUIRED ON ALL WATER AND SEWER "AS-BUILT" DRAWINGS:
 - SANITARY SEWER MANHOLES SHALL BE VERIFIED AND DIMENSIONED FROM STREET CENTERLINES OR LOT LINES AS APPROPRIATE. ALL RISE AND INVERT ELEVATIONS SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.
 - SANITARY SEWER LINE LENGTHS, SIZES, MATERIAL, SLOPE, ETC., SHALL BE VERIFIED AND RECORDED. THIS INFORMATION TO CLEARLY INDICATE IT AS BEING "AS-BUILT" INFORMATION.

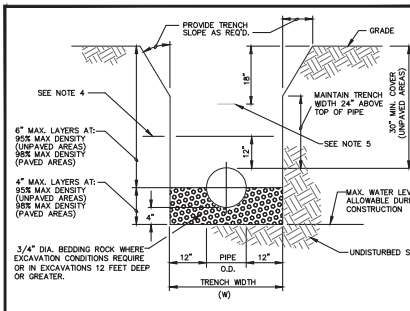
STANDARD CONSTRUCTION DETAIL	INDEX
REQUIREMENTS FOR "AS-BUILT" DRAWINGS NTS	M-1A DEC 2015

- GENERAL NOTES:
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCSIS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
 - NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED OR NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH.
 - NOTIFY THE CITY OF ORMOND BEACH'S ENGINEERING DIVISION AT 676-3269 48 HOURS PRIOR TO THE START OF CONSTRUCTION.
 - ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK.
 - ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION.
 - A FIRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS.
 - A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH'S ENGINEERING DIVISION 676-3269 WHEN REQUESTING A FINAL INSPECTION.
 - THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION.
 - THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY.
 - CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY'S ENGINEERING DIVISION PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
 - CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES.
 - SEEDING OR SOILING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
 - ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH ENGINEERING DIVISION.

STANDARD CONSTRUCTION DETAIL	INDEX
GENERAL CONSTRUCTION NOTES NTS	M-2 DEC 2015

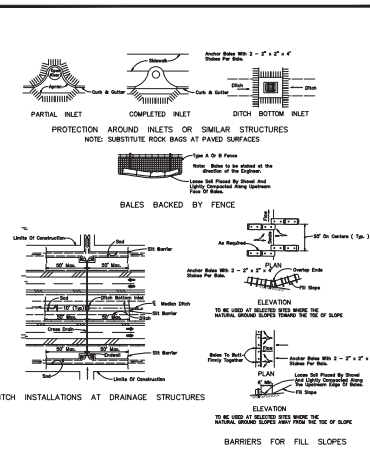


STANDARD CONSTRUCTION DETAIL	INDEX
SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS NTS	M-3 DEC 2015

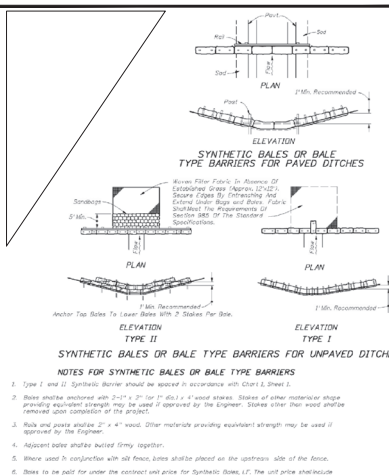


- PIPE INSTALLATION DETAIL
- NOTES:
- WHERE SOIL CONDITIONS CAN NOT BE MAINTAINED AS SHOWN ABOVE, PROVIDE APPROVED METHOD OF CONSTRUCTION.
 - SHEETING WILL BE REQUIRED AS DETERMINED IN THE FIELD.
 - COMPACTION PERCENTAGES SHOWN REFER TO A.S.H.T.O. T-180. PROVIDE COPIES OF CERTIFIED TEST REPORTS TO CITY INSPECTOR.
 - MECHANICAL COMPACTION NOT ALLOWED BELOW THIS LEVEL.
 - INSTALL METALLIC TAPE OVER FULL LENGTH OF PIPE.

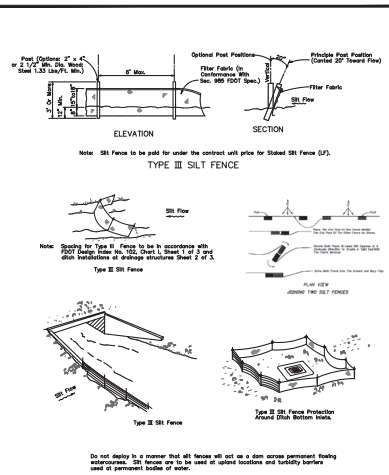
STANDARD CONSTRUCTION DETAIL	INDEX
PIPE INSTALLATION NTS	M-9 DEC 2015



STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL - SYNTHETIC BALES NTS	M-14A DEC 2015



STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL - SYNTHETIC BALES NTS	M-14B DEC 2015



STANDARD CONSTRUCTION DETAIL	INDEX
EROSION CONTROL - SILT FENCE NTS	M-15 DEC 2015

REVISIONS	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2015
2	ISSUE FOR PERMIT	OCT 2015
3	ISSUE FOR BIDDING	NOV 2015
4	ISSUE FOR BIDDING	DEC 2015

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THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS

STORM WATER DETAILS

PROJ. START DATE: 2015 NOV
PROJ. # 1228-0133
DRAWN: DMF
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

SCALE: HORIZONTAL NONE VERTICAL NONE

STATUS: ISSUE FOR BIDDING

ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SOODED. ALL SLOPES GREATER THAN 6% SHALL BE SOODED. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><th>SWALE PROFILE GRADES</th><th>PROTECTION REQUIRED</th></tr><tr><td>0.2% - 1.0%</td><td>SEEDING AND MULCHING</td></tr><tr><td>1.0% - 4.0%</td><td>SOODING</td></tr><tr><td>4.0% AND GREATER</td><td>DITCH PAVING</td></tr></table> 3. ALL FRANCHISE UTILITY CROSSINGS, INCLUDING BUT NOT LIMITED TO FPL, BELL SOUTH AND CABLE SHALL BE INSTALLED PRIOR TO INSTALLATION AND COMPACTION OF THE ROAD SUB BASE. ANY CROSSINGS AFTER INSTALLATION OF THE SUB BASE SHALL BE BY DIRECTIONAL BORE. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. ® 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIME/ROCK, RECYCLED CONCRETE, SHELL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIME/ROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY-EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. RECYCLED CONCRETE OR LIME/ROCK BASES SHALL BE COMPACTED TO (98%) MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.		SWALE PROFILE GRADES	PROTECTION REQUIRED	0.2% - 1.0%	SEEDING AND MULCHING	1.0% - 4.0%	SOODING	4.0% AND GREATER	DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2500 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "H" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "V" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL SEWER SERVICES. 23. A "L" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL RECLAIMED WATER SERVICES. 24. A "A" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF ALL WATER SERVICES.	25. THREE (3) CONCRETE CYLINDERS SHALL BE TAKEN AND TESTED FOR EVERY THREE HUNDRED (300) FEET OF ROADWAY CONSTRUCTED. TEST RESULTS SHALL THEN BE PROVIDED TO THE CITY AS THEY BECOME AVAILABLE. 26. THE DEVELOPER SHALL PROVIDE ALL REQUIRED PAVEMENT MARKINGS ON ALL ROADWAYS PER CITY, COUNTY AND STATE REQUIREMENTS. CENTERLINE STRIPES SHALL BE PROVIDED ON EXTENSIONS OF CITY COLLECTOR OR ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS ONLY. 27. STOP BARS SHALL BE PLACED AT ALL SUBDIVISION ENTRANCES AND INTERSECTIONS CONTAINING CITY COLLECTOR AND ARTERIAL ROADS, COUNTY ROADS AND STATE HIGHWAYS. 28. ALL TRAFFIC CONTROL DEVICES PLACED AT INTERSECTIONS, PRIVATE STREETS, PUBLIC STREETS, COUNTY ROADS AND STATE HIGHWAYS WITHIN THE CITY LIMITS SHALL BE INSTALLED ACCORDING TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION. 29. THE DEVELOPER IS RESPONSIBLE FOR PAYING FEES FOR ALL STREET LIGHTS PRIOR TO ACCEPTANCE OF THE PROJECT BY THE CITY. 30. STANDARD TURNING RADI FOR INTERSECTIONS: <table><tr><td>2-LANE ACCESS OR FEEDER</td><td>35'</td></tr><tr><td>LOCAL TO COLLECTOR</td><td>35'</td></tr><tr><td>LOCAL OR COLLECTOR TO ARTERIAL</td><td>50'</td></tr><tr><td>ARTERIAL TO ARTERIAL</td><td>50'</td></tr></table> 31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED. 32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPR) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT PRE CONSTRUCTION MEETING. 34. UTILITY DEPTH: - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 30 INCHES IN DEPTH. - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH. - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION. 35. GEOTECHNICAL TESTING REPORTS, SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.	2-LANE ACCESS OR FEEDER	35'	LOCAL TO COLLECTOR	35'	LOCAL OR COLLECTOR TO ARTERIAL	50'	ARTERIAL TO ARTERIAL	50'	NOTES: 1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE. 2. 1/2" PRE-WOLDED EXPANSION JOINT REQUIRED EVERY 100'. CONSTRUCTION JOINT REQUIRED EVERY 12' MAXIMUM (4' MINIMUM). 3. 1/2" PRE-WOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL MANHOLE ENTRIES. 4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST. 5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB. 6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS. 7. ALL CURB ENDS THAT DO NOT FIT INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.
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6" LIME/ROCK BASE (LBR 100) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180) 1 1/4" FOOT SP-18.5 OR 1 1/2" FOOT SP-12.5 ASPHALTIC CONCRETE 1 1/4" 6" 6" STABILIZE SUB BASE 6" DEEP 7.5 P.S.I. FBV (LBR 40) COMPACTED TO 98% MAXIMUM DENSITY (AASHTO T-180)		A. SCOPE OF WORK – THE WORK IN THIS SECTION CONSISTS OF FURNISHING AND COMPLETELY INSTALLING SEED AND MULCH OVER THE LIMITS CALLED FOR ON THE CONSTRUCTION DRAWINGS. B. MATERIALS – GRASS SEED SHALL BE A MIXTURE OF: PENSACOLA BAHIA (50% SCARIFIED SEED) 80 LBS/Acre HULLED BERBERIA 20 LBS/Acre BROWN TOP MILLET 30 LBS/Acre IN THE FALL AND WINTER MONTHS (OCT. THRU FEB.) AND WITH THE APPROVAL OF THE CITY, ANNUAL RYE GRASS SHALL BE SUBSTITUTED IN EQUAL AMOUNTS FOR THE BROWN TOP MILLET. SEED SHALL BE PREPARED BY A SEED COMPANY TO THE PROPORTIONS DESCRIBED ABOVE, WITH CERTIFICATION FROM THE SUPPLIER PROVIDED TO THE CITY, PRIOR TO USE. MULCH USED SHALL BE STRAW OR HAY CONSISTING OF CATS, RYE OR WHEAT STRAW OF PANOLA COUNTY, GEORGIA. MULCH SHALL BE FREE FROM UNDESIRABLE WEED AND OTHER UNDESIRABLE GRASS. C. METHODS – GRASSING SHALL BE DONE IMMEDIATELY UPON COMPLETION OF THE FINE GRADING OPERATION. HOWEVER, NO SEEDING SHALL BE DONE WHEN THE GROUND IS FROZEN OR UNUSUALLY WET. THE RATE OF SPREAD FOR THE SEED MATERIAL SHALL BE ONE HUNDRED AND THIRTY (130) POUNDS PER ACRE. APPROXIMATELY TWO INCHES (2") LOOSE THICKNESS OF MULCH MATERIAL SHALL BE APPLIED INFORMALLY OVER THE GRASSED AREAS (APPROXIMATELY 1 1/2 BALES PER 1000 SQUARE FEET). THE MULCH MATERIAL SHALL BE CUT TO THE SOIL WITH A DISC, HARROW OR OTHERWISE ANCHORED DOWN. D. FERTILIZER – 1. ANALYSIS OF SOILS SHALL BE OBTAINED BY SUBMITTAL OF SAMPLES TO VOLusia COUNTY AGRICULTURAL DEPARTMENT (PHONE: 258-7000). ALL APPLICATION RATES WILL BE BASED ON THIS REPORT. SUBMIT A COPY OF THIS REPORT TO THE CITY PRIOR TO COMMENCING ANY SOIL MODIFICATION. 2. THE FERTILIZER SHALL BE A COMMERCIAL GRANULAR TYPE WITH A CHEMICAL DESIGNATION AS RECOMMENDED IN THE SOILS ANALYSIS REPORT. 3. THE NUMERICAL DESIGNATIONS FOR FERTILIZER INDICATE THE MINIMUM PERCENTAGES (RESPECTIVELY): (1) TOTAL NITROGEN; (2) AVAILABLE PHOSPHORIC ACID AND (3) WATER SOLUBLE POTASH CONTAINED IN THE FERTILIZER. 4. AT LEAST 50 PERCENT (50%) OF THE PHOSPHORIC ACID SHALL BE FROM A NORMAL SUPER PHOSPHATE OR AN EQUIVALENT SOURCE WHICH WILL PROVIDE A MINIMUM OF TWO UNITS OF SULFUR. 5. THE AMOUNT OF SULFUR SHALL BE INDICATED ON THE QUANTITATIVE ANALYSIS CARD ATTACHED TO EACH BAG OR CONTAINER. 4. COMMERCIAL FERTILIZER SHALL COMPLY WITH THE STATE FERTILIZER LAWS. 5. FERTILIZER MAY, AT THE DISCRETION OF THE ENGINEER/ARCHITECT, UPON THE PRESENTATION BY THE MANUFACTURER OF SATISFACTORY FACTORY EVIDENCE OF ITS FEASIBILITY, BE APPLIED IN LIQUID FORM.																																																																																																		
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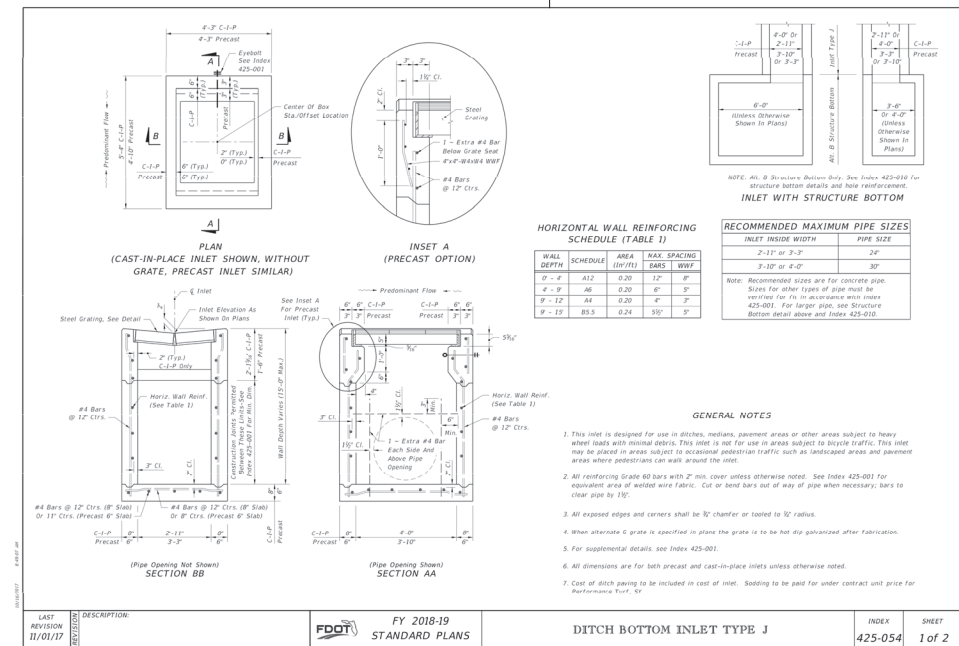
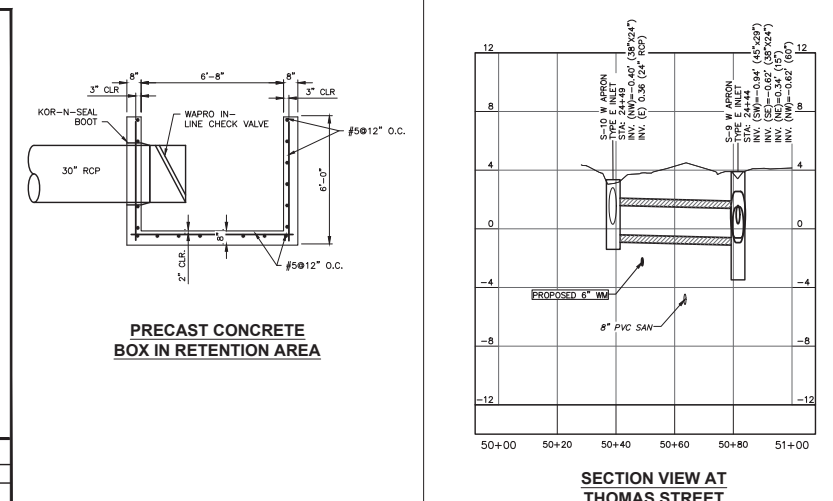
REV NO.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	FOR SUBMITTAL	AUGUST 2019
4	FOR SUBMITTAL	DEC 2019

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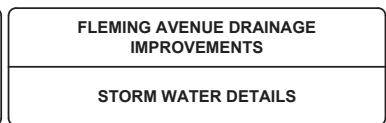
THE CITY OF ORMOND BEACH

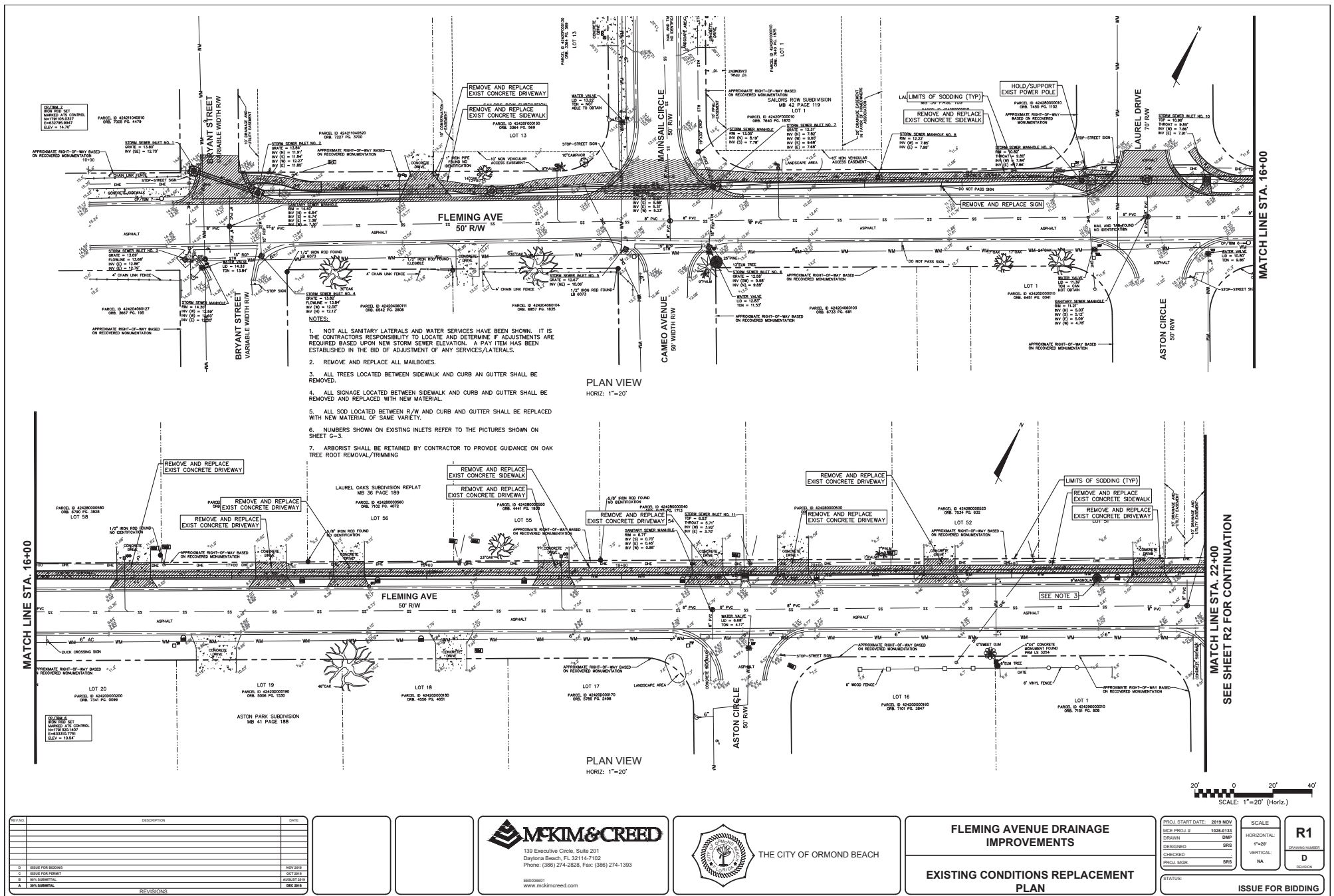
FLEMING AVENUE DRAINAGE IMPROVEMENTS
STORM WATER DETAILS

PROJ. START DATE: 2019 NOV DATE PROJ. # 1028-4132 DRAWN: DMF DESIGNED: SRS CHECKED: SRS PROJ. MGR: SRS	SCALE HORIZONTAL: NONE VERTICAL: NONE C10 DRAWING NUMBER ISSUE FOR BIDDING
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McKIM & CREED
 139 Executive Circle, Suite 201
 Daytona Beach, FL 32114-7102
 Phone: (386) 274-2828, Fax: (386) 274-1393
 EB0006991
www.mckimcreed.com

Page 414 of 2049



REV.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV. SUBMITTAL	NOV 2019
4	REV. SUBMITTAL	DEC 2019

REVISIONS

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THE CITY OF ORMOND BEACH

FLEMING AVENUE DRAINAGE IMPROVEMENTS

EXISTING CONDITIONS REPLACEMENT PLAN

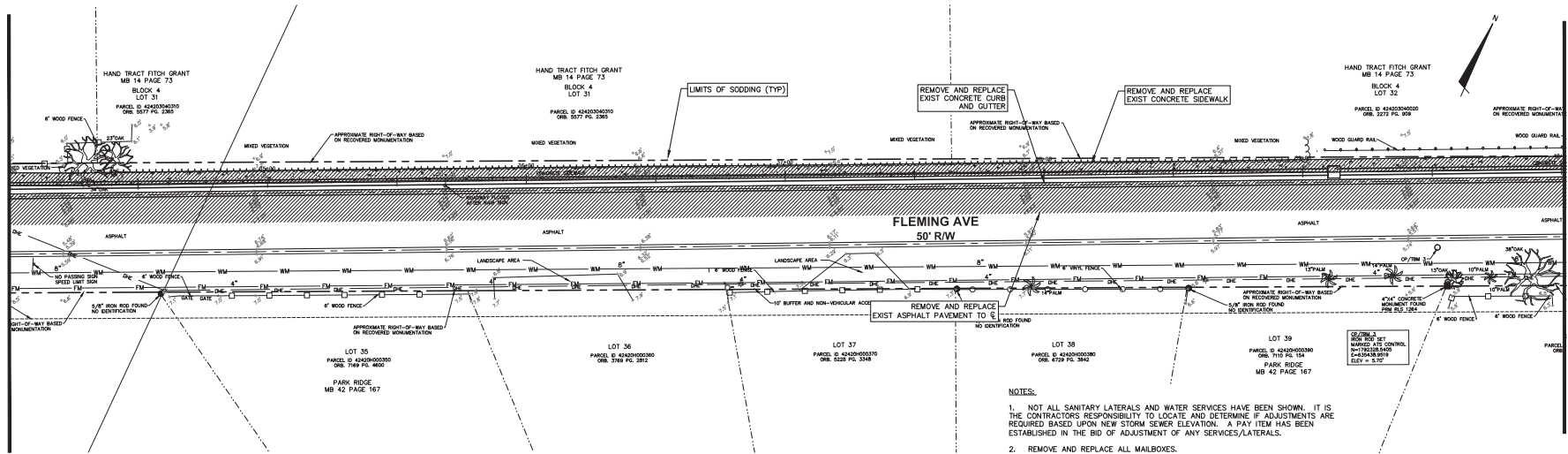
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ISS. PROJ. # 1928-0133
DRAWN: DMF
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

STATUS: ISSUE FOR BIDDING

SCALE: HORIZONTAL: 1"=20'
VERTICAL: NA

R1
DRAWING NUMBER
D
REVISION

MATCH LINE STA. 34+00
SEE SHEET R2 FOR CONTINUATION

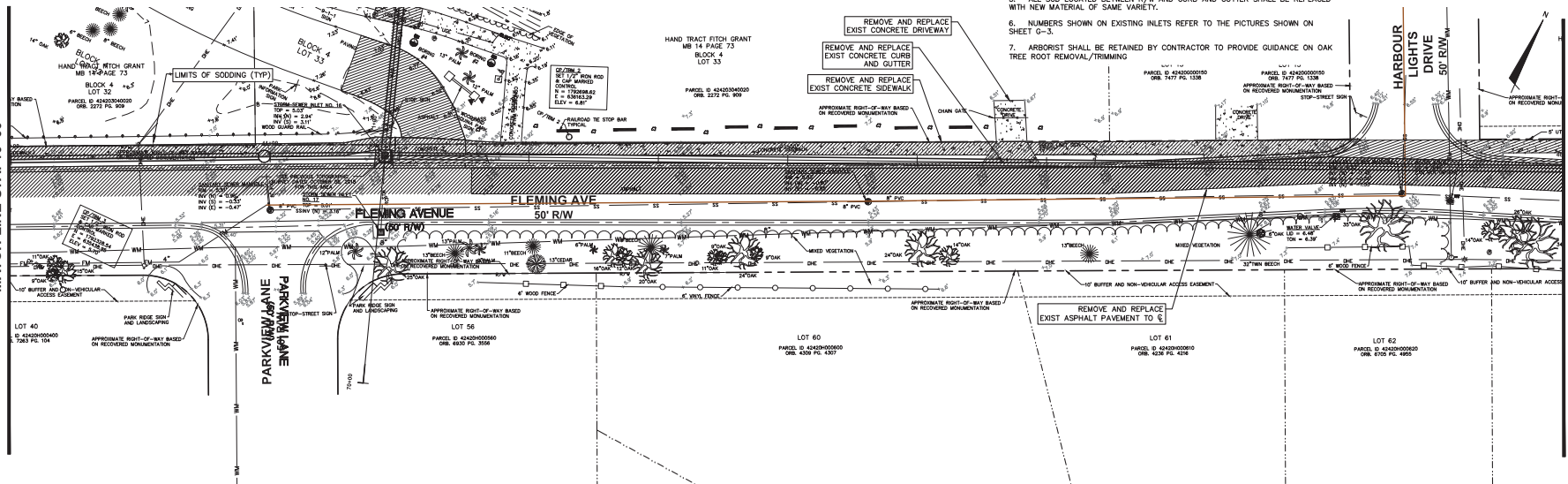


PLAN VIEW
HORIZ: 1"=20'

- NOTES:
1. NOT ALL SANITARY LATERALS AND WATER SERVICES HAVE BEEN SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND DETERMINE IF ADJUSTMENTS ARE REQUIRED BASED UPON NEW STORM SEWER ELEVATION. A PAY ITEM HAS BEEN ESTABLISHED IN THE BID OF ADJUSTMENT OF ANY SERVICES/LATERALS.
 2. REMOVE AND REPLACE ALL MAILBOXES.
 3. ALL TREES LOCATED BETWEEN SIDEWALK AND CURB AND GUTTER SHALL BE REMOVED.
 4. ALL SIGNAGE LOCATED BETWEEN SIDEWALK AND CURB AND GUTTER SHALL BE REMOVED AND REPLACED WITH NEW MATERIAL.
 5. ALL SOD LOCATED BETWEEN R/W AND CURB AND GUTTER SHALL BE REPLACED WITH NEW MATERIAL OF SAME VARIETY.
 6. NUMBERS SHOWN ON EXISTING INLETS REFER TO THE PICTURES SHOWN ON SHEET G-3.
 7. ARBORIST SHALL BE RETAINED BY CONTRACTOR TO PROVIDE GUIDANCE ON OAK TREE ROOT REMOVAL/TRIMMING.

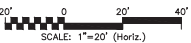
MATCH LINE STA. 40+00

MATCH LINE STA. 40+00



PLAN VIEW
HORIZ: 1"=20'

MATCH LINE STA. 46+00
SEE SHEET R4 FOR CONTINUATION



NO.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV. SUBMITTAL	AUGUST 2019
4	REV. SUBMITTAL	DEC 2019



THE CITY OF ORMOND BEACH

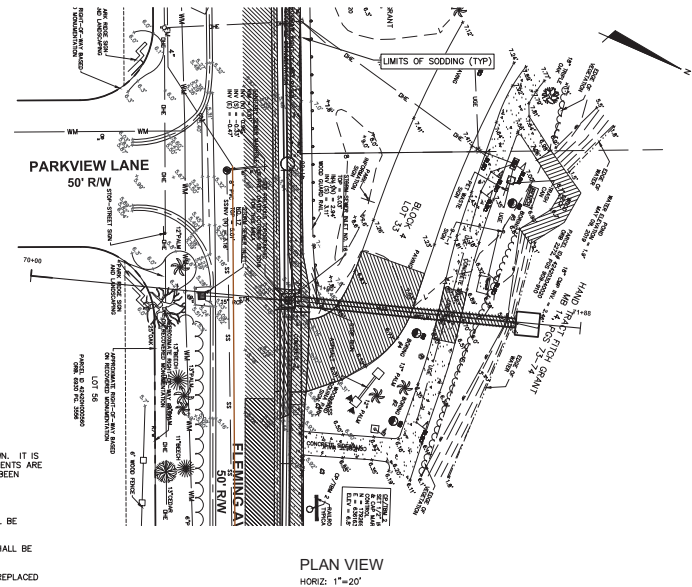
FLEMING AVENUE DRAINAGE IMPROVEMENTS

EXISTING CONDITIONS REPLACEMENT PLAN

PROJ. START DATE:	2019 NOV
ISS. PROJ. #	1026-0133
DRAWN BY	DMF
CHECKED BY	SRS
PROJ. MGR.	SRS

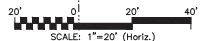
SCALE	R3
HORIZONTAL	1"=20'
VERTICAL	NA
DATE	D

ISSUE FOR BIDDING



PLAN VIEW
HORIZ: 1"=20'

7. ARBORIST SHALL BE RETAINED BY CONTRACTOR TO PROVIDE GUIDANCE ON OAK TREE ROOT REMOVAL/TRIMMING



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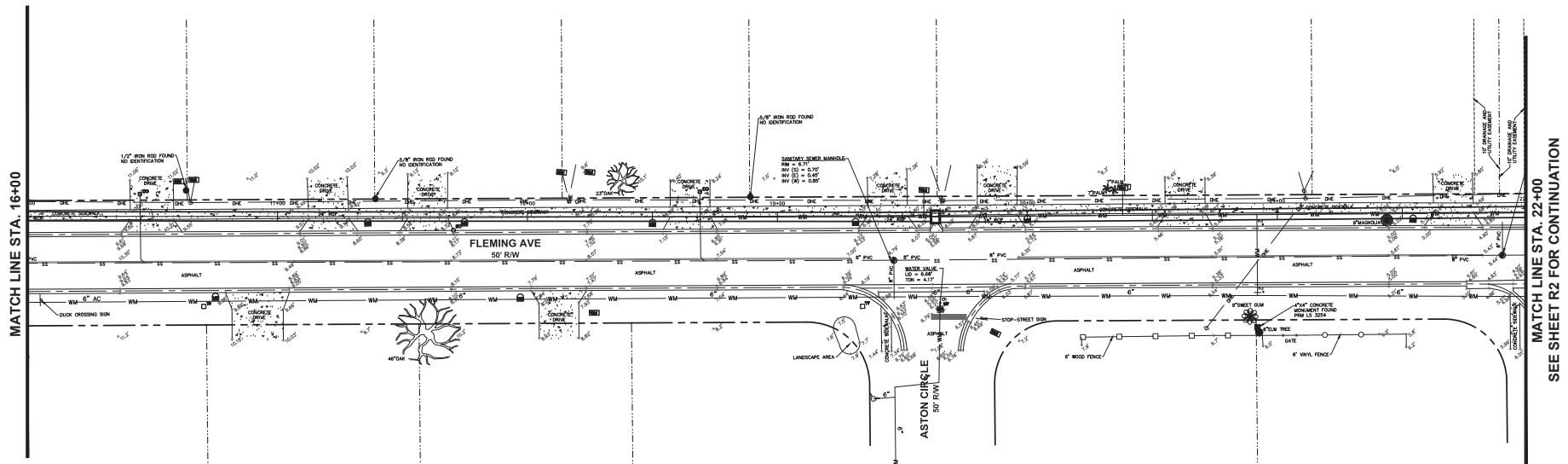
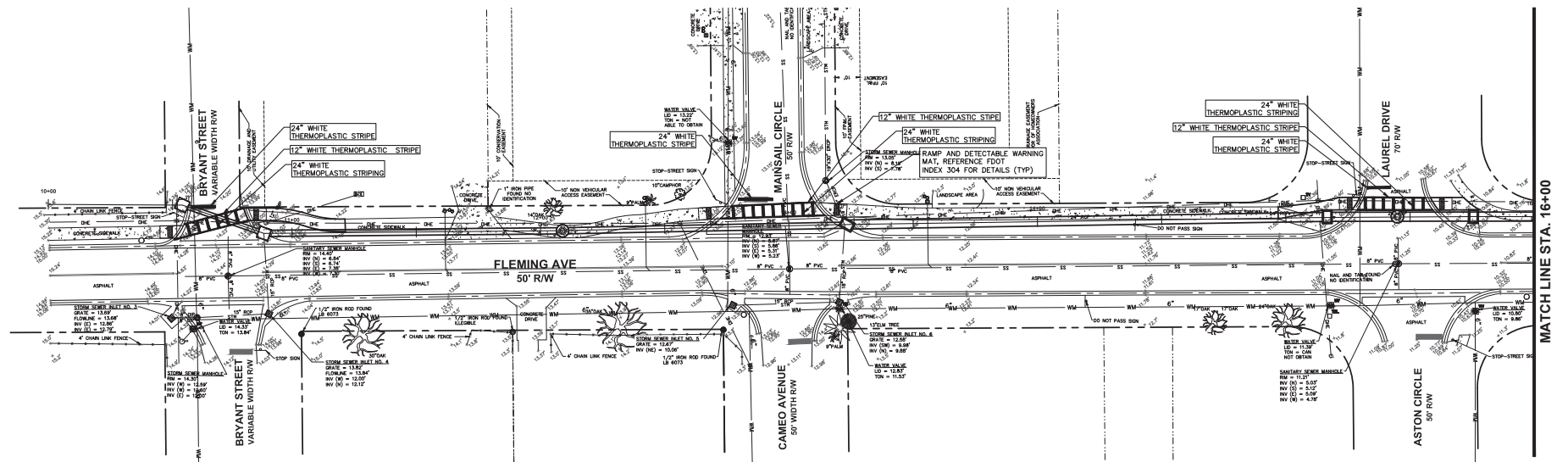


THE CITY OF ORMOND BEACH

PROJ. START DATE: 2019 NOV MCE PROJ. # 1026-0133 DRAWN: DMP DESIGNED: SRS CHECKED: - PROJ. MGR: SRS	SCALE HORIZONTAL: 1"=20' VERTICAL: NA	R4 DRAWING NUMBER D REVISION
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STATUS:

ISSUE FOR BIDDING



REV.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV. SUBMITTAL	AUGUST 2019
4	REV. SUBMITTAL	DEC 2019

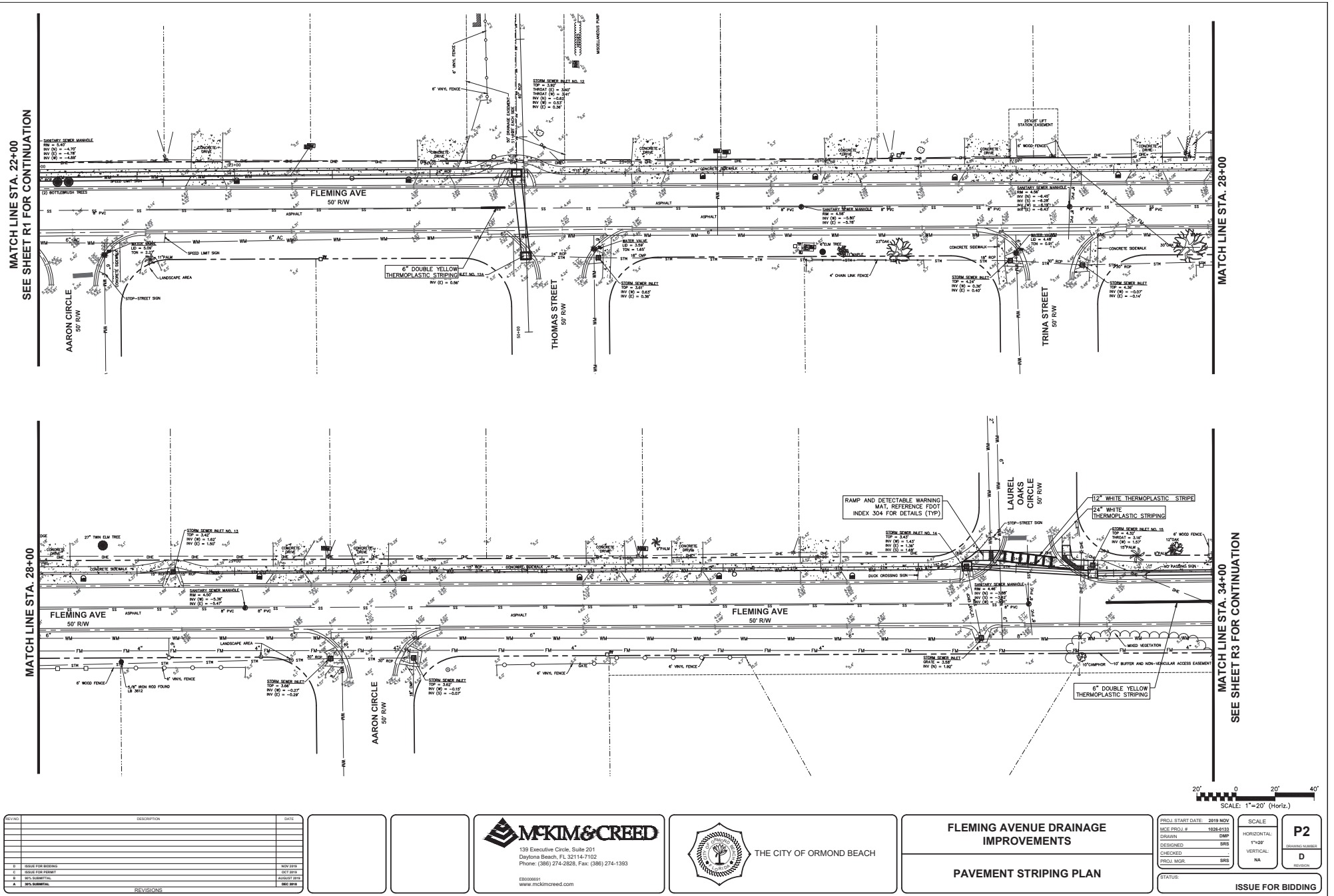


FLEMING AVENUE DRAINAGE IMPROVEMENTS

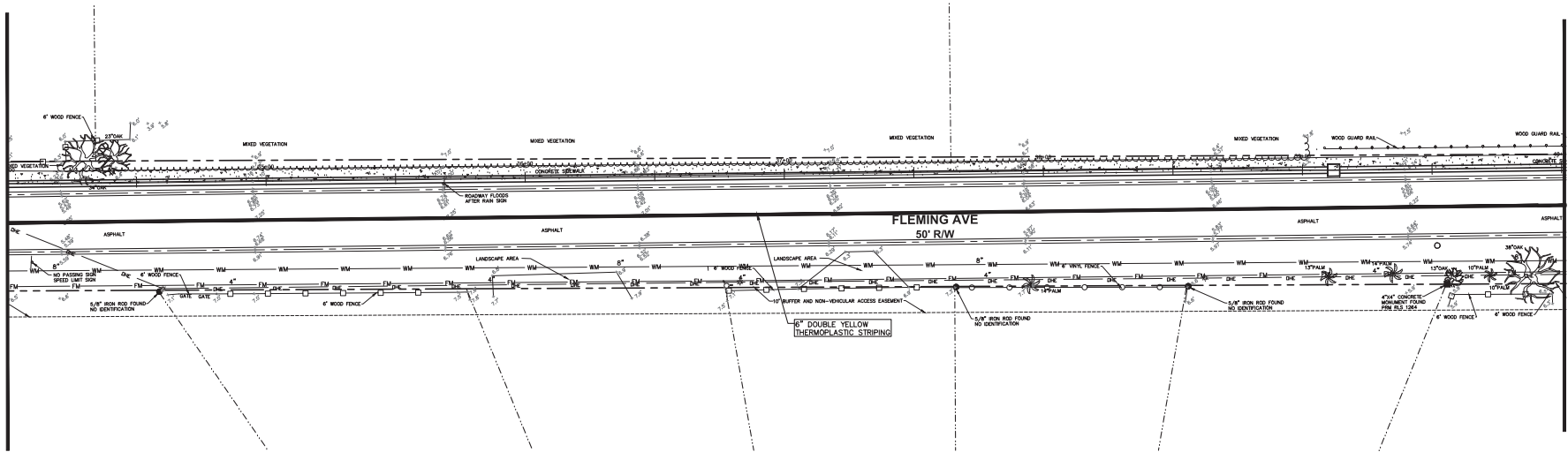
PAVEMENT STRIPING PLAN

PROJ. START DATE: 2019 NOV	SCALE	P1 DRAWING NUMBER D REVISION
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DRAWN DMP	1"=20'	
DESIGNED SRS	VERTICAL:	
CHECKED .	NA	
PROJ. MGR. SRS		
STATUS:		
ISSUE FOR BIDDING		

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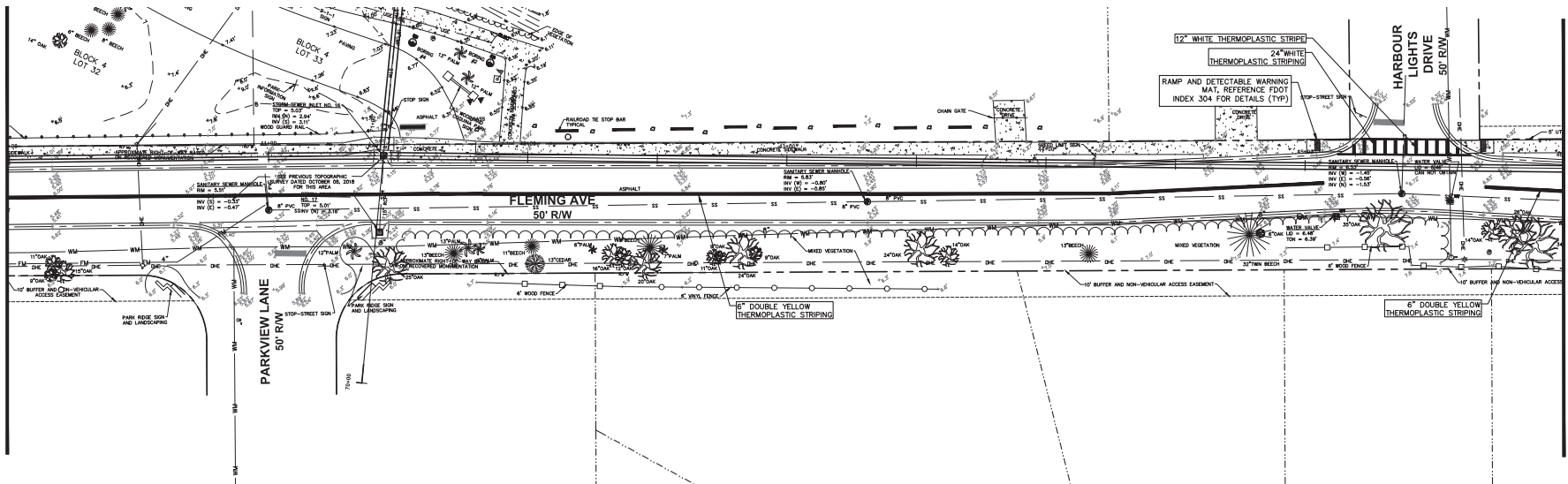


MATCH LINE STA. 34+00
SEE SHEET R2 FOR CONTINUATION

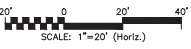


MATCH LINE STA. 40+00

MATCH LINE STA. 40+00



MATCH LINE STA. 46+00
SEE SHEET R4 FOR CONTINUATION



REVISION	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	ISSUE FOR PERMIT	OCT 2019
3	REV SUBMITTAL	AUGUST 2019
4	REV SUBMITTAL	DEC 2019

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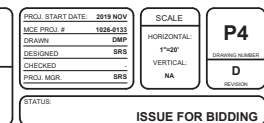
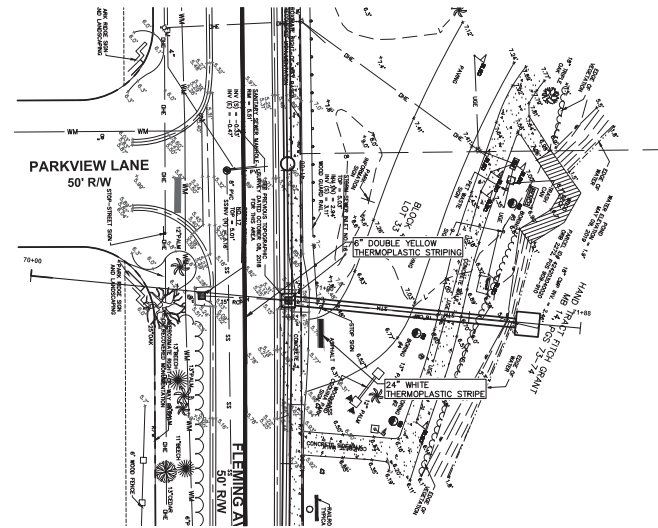
FLEMING AVENUE DRAINAGE IMPROVEMENTS

PAVEMENT STRIPING PLAN

PROJ. START DATE: 2019 NOV
AGE PROJ. #: 1026-0133
DRAWN: DMF
DESIGNED: SRS
CHECKED: SRS
PROJ. MGR: SRS

SCALE: HORIZONTAL: 1"=20' VERTICAL: NA

P3
D
ISSUE FOR BIDDING





REV. NO.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
2	BASE FOR PERMIT	OCT 2019
3	REV. SUBMITTAL	AUGUST 2019
4	REV. SUBMITTAL	DEC 2019

REVISIONS



THE CITY OF ORMOND BEACH

**FLEMING AVENUE DRAINAGE
IMPROVEMENTS**

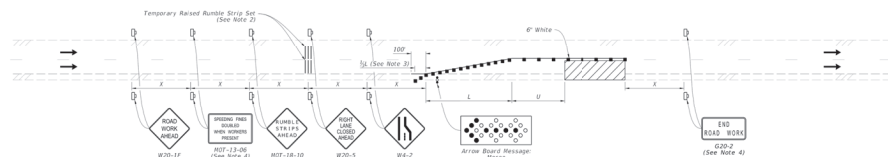
MAINTENANCE OF TRAFFIC PLAN

PROJ. START DATE: 2019 NOV	SCALE
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DESIGN: DMF	VERTICAL: NA
CHECKED: SRS	SECTION: D
PROJ. MGR: SRS	

STATUS:

ISSUE FOR BIDDING

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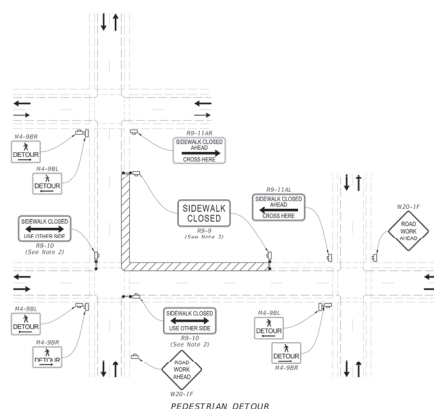


NOTES:

1. L = Taper Length
U = Buffer Length
X = Work Zone Sign Distance
See Index 102-000 for "U", "L", "X", and channelizing device spacing values.
2. Use temporary raised rumble strips in accordance with the Plans. If temporary raised rumble strips are not used, use "Rumble Strips Ahead" signs (R20-10-10) and associated work zone sign distance. See Index 102-000 for temporary raised rumble strip details.
3. If the paved shoulder is less than 4' in width, omit the taper and channelizing devices from the paved shoulder.
4. The "Speeding Fines Doubled When Workers Present" signs (W20-13-06) and "Red Road Work" signs (W20-2), along with associated work zone sign distances, may be omitted when the work zone will be in place for 24 hours or less.
5. Use inverted plan of the illustrations for work on left side of roadway.

SYMBOLS:
 Work Space
 Channelizing Device (See Index 102-000)
 Work Zone Sign
 Lane Identification and Direction of Traffic
 Arrow Board

LAST REVISION	DESCRIPTION	FY 2020-21	MULTILANE ROADWAY, SINGLE LANE CLOSURE	INDEX	SHEET
11/01/19		STANDARD PLANS		102-045	1 of 1



NOTES:

1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
2. Place pedestrian LCDs across the full width of the closed sidewalk.
3. "Sidewalk Closed" signs (R20-13) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.

SYMBOLS:
 Work Space
 Work Zone Sign
 Lane Identification and Direction of Traffic
 Pedestrian Longitudinal Channelizing Device (LCD)

LAST REVISION	DESCRIPTION	FY 2020-21	WORK ON THE SIDEWALK	INDEX	SHEET
11/01/19		STANDARD PLANS		102-075	1 of 2

REV. NO.	DESCRIPTION	DATE
1	ISSUE FOR BIDDING	NOV 2019
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FLEMING AVENUE DRAINAGE IMPROVEMENTS

MAINTENANCE OF TRAFFIC DETAILS

PROJ. START DATE: 2019 NOV	SCALE	T2
ISSUE PROJ. # 1026-0133	HORIZONTAL: NA	D
DRAWN: DMF	VERTICAL: NA	
DESIGNED: SRS		
CHECKED: SRS		
PROJ. MGR: SRS		
STATUS:	ISSUE FOR BIDDING	

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID NO. 2024-15



CITY OF ORMOND BEACH

PREPARED BY:

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

ISSUED FOR BID

**FLEMING AVENUE
DRAINAGE IMPROVEMENTS
Ormond Beach, Florida**

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**FLEMING AVENUE
DRAINAGE IMPROVEMENTS
Ormond Beach, Florida**

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**FLEMING AVENUE
DRAINAGE IMPROVEMENTS
Ormond Beach, Florida**

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---------------------------	---------------------	---------------------	------------------------

DIVISION 4 through DIVISION 16

(Not Applicable)

END TABLE OF CONTENTS

TOC-3

SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the Fleming Avenue Drainage Improvements, **Bid No. 2024-15** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until January 17, 2024 at 2:00pm, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: the removal of storm drainage piping, Inlets, sidewalks, curb and gutter and pavement and the replacement of storm drain piping, new inlets, manholes, headwalls, pavement and restoration. Also included is a full temporary traffic control plan in accordance with City and FDOT standard detains specifications and indexes. 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 **January 10, 2024 at 10:00am**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **January 12, 2024 at 5:00pm**.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

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

shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

4.1 Discrimination Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract

Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid

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

00114. Material and Equipment Substitutions

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

00115. Bid Form

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

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

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

15.4 Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

15.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

15.6 Bids by a Joint Venture must be executed by all individuals, Partners, or Corporations interested in the Joint Venture in the same manner that bids by these separate entities are required to be executed.

15.7 All names must be typed or printed below the signature.

15.8 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

15.9 The address to which communications regarding the Bid are to be directed must be shown.

15.10 Only one bid from any individual, firm, partnership or corporation under the same or different names, will be considered. Should it appear to the OWNER that any Bidder is interested in more than one bid, all bids in which such Bidder is interested will be rejected.

00116. Submission of Bids

Bids shall be submitted at the time and place indicated in the Advertisement for Bids and shall be included in an opaque sealed envelope, marked with the Bid Number, Project Title, and Bidder's Name and Address, accompanied by the Bid Security and other required documents. Include one (1) original bid form and (1) electronic file (thumb/flash drive or CD). If the Bid is sent through the mail or other delivery system, the sealed Bid shall be sent in a separate envelope with the notation "BID ENCLOSED" as well as the Bid Number, Project Title, and Bid Opening Date clearly displayed on the shipping envelope/package.

Submit bids to:

City of Ormond Beach
Purchasing Coordinator
22 South Beach Street, 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.

00118. Opening of Bids

Bids will be opened publicly and read aloud and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

00119. Bids to Remain Open

All Bids shall remain open for ninety (90) days after the day of the Bid opening, but OWNER may, in his sole discretion, release any Bid and return the Bid Security prior to that date.

00120. Award of Contract

20.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive or conditional Bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated product of quantities and unit prices and the correct product thereof will be resolved in favor of the correct product. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

20.2 In evaluating Bids, OWNER shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid forms. It is OWNER's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid form but OWNER may accept them in any order or combination.

20.3 OWNER may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items or material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Supplementary Conditions. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by OWNER.

20.4 Irregular bids may be rejected. Irregular bids are defined as those containing serious omissions, unauthorized alternative bids, incomplete bids or unbalanced bids. Failure to provide all of the information required to accompany the bid will be considered to be a serious omission.

20.5 OWNER may conduct such investigations as he deems necessary to assist in the evaluation of any Bid.

20.6 OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

20.7 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by OWNER indicates that the award will be in the best interests of the Project. The low bid will be based on the total cost of the Base Bid and, when applicable, any Additive or Deductive Alternates that are to be included in the Contract, as decided by the OWNER.

20.8 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within the number of days after the day of the Bid opening specified in the Advertisement for Bids to remain open.

00121. Performance and Other Bonds

Paragraph 5.1 of the General Conditions and the Supplementary Conditions set forth OWNER's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to OWNER it shall be accompanied by the required Contract Security.

00122. Signing of Agreement

When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by at least five (5) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days thereafter CONTRACTOR shall sign all and deliver at least five (5) counterparts of the Agreement to OWNER with other Contract Documents attached. Within ten (10) days thereafter OWNER will deliver fully signed counterparts to CONTRACTOR.

00123. Special Requirements

23.1 Financing. Funds will be available for payment of estimate draws as they become due.

23.2 Prohibited Interests. No official of the OWNER who is authorized in such capacity, and on behalf of the OWNER to negotiate, make, accept or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project shall become directly or indirectly interested, personally, in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer, or inspector of or for the OWNER who is authorized in such capacity and on behalf of the OWNER to exercise legislative, executive, supervisory, or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally, in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the project.

23.3 Performance of Work by CONTRACTOR:

Contract Assignment. The successful Bidder (or Bidders) will be required to perform the work as a prime contractor.

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title or interest therein, without written consent of the OWNER.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTOR'S NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION: FLEMING AVENUE DRAINAGE IMPROVEMENTS

CONTRACT IDENTIFICATION AND NUMBER: **Bid No. 2024-15**

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;

(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.

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

(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

BASE BID					
ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
GENERAL					
1	Mobilization and Demobilization (Max 5% of Bid)	1	LS		
2	Survey & Layout	1	LS		
3	Submit Certified "As-Built" Drawings	1	LS		
4	Maintenance of Traffic	1	LS		
5	Erosion and Sediment Control	1	LS		
GENERAL BID SUBTOTAL					
PAVING & DRAINAGE					
6	Remove Existing Pipe				
	a. 2-inch GSP Water Main	535	LF		
	b. 8-inch DIP	35	LF		
	c. 15-inch CMP	234	LF		
	d. 18-inch CMP	77	LF		
	e. 24-inch RCP	1,235	LF		
	f. 14-inch × 23-inch RECP	64	LF		
	g. 29-inch × 45-inch RECP	124	LF		

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
7	Concrete Removal				
	a. Remove Existing Concrete Sidewalk	1,322	SY		
	b. Remove Existing Concrete Driveway	360	SY		
	c. Remove Existing Concrete Curb & Gutter	1,716	LF		
8	Furnish & Install Storm Drain Pipe				
	a. 18-inch RCP	107	LF		
	b. 14-inch × 23-inch	64	LF		
	c. 24-inch RCP	1,656	LF		
	d. 36-inch RCP	388	LF		
	e. 24-inch × 38-inch RECP	43	LF		
	f. 29-inch × 45-inch RECP	481	LF		
	g. 48-inch RCP	150	LF		
	h. 4-foot × 3-foot Box Culvert	150	LF		
9	Construct Headwalls for Box Culverts	1	LS		
10	Construct Headwalls for 48-inch RCP	1	LS		
11	Construct Box for In-Line Check Valve	1	LS		
12	Remove Existing Storm Drain Structures				
	a. Type "C"	6	EA		
	b. 4-foot Diameter Manhole	1	EA		
	c. Type "C" with Top Slab	4	EA		
	d. Type "H"	1	EA		
13	Furnish & Install Catch Basin Inlets				
	a. Type "C"	8	EA		
	b. Type "E"	7	EA		

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
14	Furnish & Install Manholes				
	a. 4-foot Diameter Standard	1	EA		
	b. Additional Depth Over 4 Feet	1.8	VLF		
	c. 4-foot Diameter Conflict Manhole	1	EA		
	d. Additional Depth Over 4 Feet	2.15	VLF		
	e. 5-foot Diameter Conflict Manhole	1	EA		
	f. Additional Depth Over 4 Feet	3.1	VLF		
	g. 8-foot Diameter "J" Bottom	1	EA		
	h. Additional Depth Over 4 Feet	0.52	VLF		
15	Connect Existing Pipe to New Structures				
	a. 12-inch CMP to Type "C"	1	EA		
	b. 12-inch x 18-inch RECP to Type "C"	1	EA		
	c. 15-inch RCP to Type "C"	1	EA		
	d. 15-inch RCP to Type "E"	1	EA		
	e. 19-inch x 30-inch RECP to Type "E"	1	EA		
	f. 24-inch RCP to Type "E"	1	EA		
	g. 18-inch RCP to Type "E"	1	EA		
	h. 15-inch RCP to "J" Bottom Manhole	1	EA		
	i. 60-inch RCP to "J" Bottom Manhole	1	EA		
16	Pavement Removal and Replacement				
	a. Asphalt Patch	3,310	SY		
17	Furnish & Install Thermoplastic, Standard, White, Solid, 12-inch	440	LF		
18	Furnish & Install Thermoplastic, Standard, White, Solid, 24-inch	340	LF		

BID

00300-4
ISSUED FOR BID

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
19	Furnish & Install Thermoplastic, Standard, Double Yellow, Solid, 6-inch	3,185	LF		
20	Furnish & Install Detectable Warning Mat	14	EA		
21	Furnish & Install Curb & Gutter				
	a. Miami-Type	2,160	LF		
	b. Valley Gutter at Intersections	165	LF		
22	Furnish & Install Concrete Driveways	362	SY		
23	Furnish & Install Concrete Sidewalk	1,380	SY		
24	Construct Canal Bypass at Laurel Oaks Circle and Oak Brook Drive	1	LS		
PAVING & DRAINAGE SUBTOTAL					
UTILITY WORK					
25	Furnish & Install Pipe for Utility Adjustment				
	a. 8-inch PVC Water Main	80	LF		
	b. 6-inch PVC Water Main	60	LF		
26	Furnish & Install Compact Ductile Iron Fittings for Utility Adjustment	0.37	TON		
27	Allowance to Adjust Existing Service Laterals	1	LS		
28	Furnish & Install 2-inch PVC Casing	270	LF		
29	Furnish & Install 1-inch Water Service Piping	430	LF		
30	Connect to Existing Water Meters	9	EA		
31	Remove & Relocate Existing Power Poles	1	EA	30,000	30,000
32	Hold/Support Existing Power Poles	10	EA		
UTILITY WORK SUBTOTAL					

BID

00300-5
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

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BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT COST	AMOUNT
SITE RESTORATION					
33	Furnish & Install Sod				
	a. Bahia	250	SY		
	b. St. Augustine	2,410	SY		
SITE RESTORATION SUBTOTAL					
TOTAL BASE BID (Item Nos. 1-33): \$ _____ (Figures) _____ (Words)					

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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 **180** calendar days after the date when the Contract Time commences to run, and completed within **210** 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.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID

00300-10
ISSUED FOR BID

FLEMING AVENUE DRAINAGE IMPROVEMENTS

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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.

Section	Material and/or Equipment	Manufacturer
02611	Reinforced Concrete Pipe	
02623	PVC Pipe	
03450	Precast Structures	
	Box Culverts	

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____

Fax Number: _____

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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

00300-13
ISSUED FOR BID

BID (Cont'd.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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.)
FLEMING AVENUE DRAINAGE IMPROVEMENTS
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

**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 **FLEMING AVENUE DRAINAGE IMPROVEMENTS (Bid No. 2024-15)** 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)

(SEAL)

By: _____

END OF SECTION

BID BOND

**00410-1
ISSUED FOR BID**

FLEMING AVENUE DRAINAGE IMPROVEMENTS

**CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS**

FEDERAL REQUIREMENTS

Compliance with Federal Laws, Regulations and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

Fraud and False or Fraudulent or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

Drug Free Workplace

The Contractor must comply with Federal Drug Free workplace requirements as per the Drug Free Workplace Act of 1988.

Mandatory Disclosures

The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

Utilization of Minority and Women Firms (M/WBE)

The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

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

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

Contract Work Hours and Safety Standards Act

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

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done

under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

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

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

Clean Air and Water Pollution Control

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Contractor agrees to report each violation to the City in writing and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. Contractor understands that violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) and will assure compliance these provisions. Contractor agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FEMA.

Debarment and Suspension

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction or subcontract it enters into. This certification is a material representation of fact relied upon by the City. If it is

later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify such.

Byrd Anti-Lobbying

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

Procurement of Recovered Materials

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

- (i) competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) meeting contract performance requirements; or
- (iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Access to Records

The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Record Retention

Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

Federal Changes

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

Safeguarding Personal Identifiable Information

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

DHS Seal, LOGO, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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 _____, 2024.

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 removal of storm drainage piping, inlets, sidewalks, curb and gutter, and pavement, and the replacement of storm drain piping, new inlets, manholes, headwalls, pavement and restoration. Also included is a full temporary traffic control plan in accordance with City and FDOT Standard Details, Specifications and Indexes.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FLEMING AVENUE DRAINAGE IMPROVEMENTS
and **BID NUMBER 2024-15**

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 **180** 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 **210** 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 5 , inclusive).

7.2 Exhibits to this Agreement (pages 00500A to 00500B, inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

FLEMING AVENUE DRAINAGE IMPROVEMENTS

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 31 sheets numbered G-1 through G-3; D-1 through D-8; C-1 through C-12; R-1 through R-4; P-1 through P-4 inclusive and bearing the following general title:

FLEMING AVENUE DRAINAGE IMPROVEMENTS

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 17 , 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 _____, 2024

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

FLEMING AVENUE DRAINAGE IMPROVEMENTS

SUBCONTRACTOR INDEMNIFICATION STATEMENT

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

DEM Contract Number: H0714

FEMA Project Number: 4283-25-A

The City of Ormond Beach is receiving funding for this project per the above referenced Federally-Funded Subaward and Grant Agreement between the City and the State of Florida Division of Emergency Management. Per the terms of the Agreement, _____ is a subcontractor to the agreement, and is therefore bound by the terms of the Agreement, is bound by all applicable state and federal laws and regulations, and shall hold the Florida Division of Emergency Management, and the City of Ormond Beach harmless against all claims of whatever nature arising out of their performance of work under the Agreement, to the extend allowed and required by law.

Execution below indicates acceptance of the above information.

Contractor: _____

Signature

Print Name

Title

Date

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

- (1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.
- (2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CITY OF ORMOND BEACH

Recipient's Name

H0714

DEM Contract Number

4283-25-A

FEMA Project Numer

**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:

**FLEMING AVENUE DRAINAGE IMPROVEMENTS
Bid No. 2024-15**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**FLEMING AVENUE DRAINAGE IMPROVEMENTS
Bid No. 2024-15**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2024.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

16.7 Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800 SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 85, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):
- a. Premises, Operations, Products and Completed Operations
 - b. Owners' & Contractors' Protective
 - c. Products & Completed Operation
 - d. Explosion, Collapse & Underground Conditions
 - e. Blanket Contractual Liability
 - f. Personal Injury Liability
 - g. Broad Form Property Damage Endorsement, including Completed Operations
 - h. Independent Contractors
 - i. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
 - j. Pollution Liability (if applicable)
 - k. Asbestos Abatement (if applicable)
 - l. Fire Damage Liability

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

FLEMING AVENUE DRAINAGE IMPROVEMENTS

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:

FLEMING AVENUE DRAINAGE IMPROVEMENTS
Bid Number 2024-15

The work consists of the removal of storm drainage piping, inlets, sidewalks, curb and gutter, and pavement, and the replacement of storm drain piping, new inlets, manholes, headwalls, pavement and restoration. Also included is a full temporary traffic control plan in accordance with City and FDOT Standard Details, Specifications and Indexes.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's

primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise

indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

None

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin,

and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 – MEASUREMENT AND PAYMENT

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- 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.
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. Maintaining or detouring of the traffic, unless specifically listed as a bid item.
11. Appurtenant work as required for a complete and operable system.
12. Relocation and/or replacement of irrigation systems disturbed by construction.
13. Relocation and/or replacement of mail boxes disturbed by construction.
14. Furnishing adequate sanitary facilities for workers.
15. Supporting of existing utilities during construction.
16. Concrete encasement.
17. Franchise utility coordination.
18. Job signs.
19. Field offices.
20. Power
21. Bonds and insurance.
22. Shoring, sheeting and worksite safety.

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

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:

<u>Percent of Original Contract Amount Earned</u>	<u>Allowable Percent of the Lump Sum Price for the Item</u>
After Contract Execution	10
5	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 its licensed surveyor to replace the control at no additional cost to the OWNER.

Bid Item No. 3 – 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 1.3, which addresses the requirements and for maintaining up-to-date “As-Built” Drawings. Drawing submittal at the close-out of the project shall follow the requirements stated in Section 01720, Paragraph 3.1.D. Final payment will be withheld until an acceptable set of “As-Built” Drawings are delivered to the City.

Bid Item No. 4 – Maintenance of Traffic

Definition. Maintenance of traffic shall include furnishing all plant, labor, materials and equipment necessary to provide the maintenance of traffic (MOT) required by the Florida Department of Transportation, the City of Ormond Beach, and to provide all other maintenance of traffic required as

MEASUREMENT AND PAYMENT

**01025-3
ISSUED FOR BID**

shown in the Contract Documents.

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
10	10
25	25
50	50
75	75
100	100

Bid Item No. 5 – Erosion and Sedimentation Control

Payment. Payment of 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. 6 – Remove Existing Pipe

Measurement. The quantity for payment shall be the actual number of linear feet of existing piping, all sizes and material, that are satisfactorily removed and disposed of at an approved landfill site.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to completely remove the existing piping within the limits shown on the Drawings. Payment shall also include any backfill material necessary to fill voids left by the piping removal.

Bid Item Nos. 7 – Concrete Removal

Measurement. The quantity for payment shall be the actual number of square yards, or linear feet, of concrete sidewalk, driveway, or curb & gutter 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 concrete sidewalk, driveway or curb & gutter and dispose of the material at an approved landfill site.

Bid Item Nos. 8 – Furnish and Install Storm Drain Pipe

Measurement. The quantity for payment shall be the actual number of linear feet of storm drain pipe, of each size, that are satisfactorily furnished and installed as measured along the length of the completed pipeline from structure/headwall to structure/headwall.

Payment. Payment of the applicable unit price per linear foot shall be full compensation for furnishing all plant, labor, materials and equipment necessary to satisfactorily furnish and install the drainage pipe at the locations and elevations shown on the Drawings. Payment shall also include excavation of any type of material, backfilling with suitable material, compaction of the backfill and shall also include excavation and concrete placement of the base pad for the box culverts.

Bid Item No. 9 – Construct Headwalls for Box Culverts

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to satisfactorily construct the headwalls according to the FDOT details shown on the Drawings. Also included in this pay item shall be the cost to furnish and install any

erosion control material, backfilling, restoration, removal and relocation of telephone riser boxes and power poles, sodding and cleanup.

Bid Item No. 10 – Construct Headwalls for 48-inch RCP

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to satisfactorily construct the headwalls according to the FDOT details shown on the Drawings. Also included in this pay item shall be the cost to remove the 17-inch oak, erosion control material, backfilling, restoration, sodding and cleanup.

Bid Item No. 11 – Construct Box for In-Line Check Valve

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to satisfactorily install the precast box at the location and to the elevations shown on the Drawings. Also included in this pay item shall be the cost to construct any temporary coffer dam, installation of the pipe section containing the WaPro in-line check valve, erosion control material, backfilling, restoration, sodding and cleanup.

Bid Item No. 12 – Remove Existing Storm Drain Structures

Measurement. The quantity for payment shall be the actual number of storm drain structures (inlets, manholes or junction boxes) that are satisfactorily removed and disposed of off-site.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to disconnect, remove and dispose of the existing storm drain structures and any adjacent aprons. Payment shall also include any backfill material required to bring the subgrade elevation to the bottom of the new structure.

Bid Item Nos. 13 – Furnish and Install Catch Basin Inlets

Measurement. The quantity for payment shall be the actual number of catch basin inlets, of each type, 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 precast inlets at the locations shown on the Drawings. Included in this Bid Item shall be the cost to construct a concrete apron, if applicable, according to the Detail Drawings.

Bid Item No. 14 – Furnish and Install Manholes

Measurement. The basis for measurement under this item shall be considered as a structure consisting of a bottom slab, a top unit with a frame and cover, necessary fittings and appurtenances for lowest pipe to the top of the cover not over 4.0 feet deep. Measurement of total depth will be feet and tenths of feet from the invert of the lowest pipe to the top of the cover. The quantity for payment for the basic manhole unit will be the actual number of manholes that are satisfactorily constructed.

Payment. Payment for constructing manholes shall be made at the applicable unit price for each basic structure plus the applicable unit price listed in the Bid Form for each vertical foot for any manhole structure which exceeds a height of 4.0 feet deep. Such price and payment shall be full compensation for furnishing all plant, materials, labor and equipment required to construct the manhole complete with foundation, grout, "bench", frame and cover, connections and coatings.

Bid Item No. 15 – Connect Existing Pipe to New Structures

Measurement. The quantity for payment shall be the actual number of connections, of each size and material type, that are satisfactorily constructed and acceptable to the Owner.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to make the existing pipe connection to the new structure. Such payment shall include fittings, collars, pipe, grout, excavation, core drilling and sealing and incidentals required to make an acceptable and complete connection.

Bid Item Nos. 16 – Pavement Removal and Replacement

General. For purposes of payment, pavement classification will be based on the type of surface, or, if special details are shown, in accordance with the details.

Roadway patch shall consist of the base material and asphalt brought up to match the existing pavement grade. Base material shall be compacted to the specified density according to the detail Drawings.

Asphalt overlay shall be constructed at the locations and according to the detail Drawings.

No payment will be made under this item for pavement replacement within the limits of Special Crossings or other lump sum pay items.

Measurement

Area. The quantity for payment when the unit used is a unit of area shall be the actual area of pavement, pavement components, or other items satisfactorily replaced within the following limits:

The length used in the computations shall be the actual length as measured on the completed surface along the center of the pipeline.

The width used in the computation shall be the actual width replaced up to a maximum width of 10 feet for asphalt patches.

Where special details require widths in excess of these amounts, payment will be made for the added width within the limits as shown on the details.

Measurement for lengths at intersections will be from the edge of the main trench allowance.

Where paving or resurfacing of all or a portion of a road or street is shown or directed to be done, the width to be used in computation of the area shall be the actual width constructed within the limits shown or directed to be paved or resurfaced.

Payment. Payment shall be made at the applicable unit price per square yard for the actual quantity of each item satisfactorily replaced. Such price and payment shall be full compensation for furnishing all plant, labor, materials, equipment and incidentals and constructing the applicable item including cleanup.

Bid Item Nos. 17, 18, 19. – Furnish & Install Thermoplastic Striping and Markings

Measurement. The quantity for payment shall be the actual number of linear feet of striping and markings 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 striping, arrows and RPM's at the locations shown and according to the associated FDOT Standard Specifications.

Bid Item Nos. 20 – Furnish and Install Detectable Warning Mat

Measurement. The quantity for payment shall be the actual number of detectable warning mats 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 detectable mats at the locations shown on the Drawings. The mats shall be in accordance with FDOT Index No. 304.

Bid Item Nos. 21 – Furnish and Install Curb & Gutter

Measurement. The quantity for payment shall be the actual number of linear feet of curb and gutter, of each type, that are satisfactorily constructed.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to construct the curb and gutter at the locations shown and according to the Detail Drawings and Contract Technical Specifications.

Bid Item Nos. 22 – Furnish and Install Concrete Driveways

Measurement. The quantity for payment shall be the actual number of square yards of concrete driveway, that are satisfactorily removed and replaced.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to remove and replace the driveways to the limits shown on the Drawings. Concrete for driveway construction shall be 3,000 psi and include all required expansion and contraction joints.

Bid Item Nos. 23 – Furnish and Install Concrete Sidewalk

Measurement. The quantity for payment shall be the actual number of square yards of concrete sidewalk that are satisfactorily removed and replaced.

Payment. Payment of the applicable unit price per square yard shall be full compensation for furnishing all plant, labor, materials and equipment necessary to remove and replace the sidewalk to the limits shown on the Drawings. Concrete for sidewalk construction shall be 3,000 psi and shall follow the requirements shown on the Detail Drawings.

Bid Item No. 24 – Construct Canal Bypass at Laurel Oaks Circle and Oak Brook Drive

Payment. Payment of the applicable lump sum price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to provide the means and methods in order to continue the northward flow of the canal while the box culvert/headwall and 48-inch pipe/headwall construction is being undertaken at Laurel Oaks Circle and Oak Brook Drive.

Bid Item Nos. 25 – Furnish and Install Pipe for Utility Adjustment

Measurement. The quantity for payment shall be the actual number of feet of pipe, of each size, that are satisfactorily furnished and installed at the utility adjustment location shown on the Drawings.

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 pipe. The length of the utility pipe adjustment shall be from the upper connecting 45-degree bend to the other upper connecting 45-degree

MEASUREMENT AND PAYMENT

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bend. Included in this Bid Item shall be the cost for excavation, backfill, compaction, bacteriological testing and pressure testing.

Bid Item Nos. 26 – Furnish and Install Compact Ductile Iron Fittings for Utility Adjustment

Measurement. The quantity for payment shall be the actual number of tons, or decimal part thereof, of fittings satisfactorily furnished and installed. For fittings for use on 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 any fittings 48-inch and smaller that compact fittings are not available, fittings weights shall be based on the theoretical weights of the body castings listed in AWWA C-110. Weights for glands, bolts and gaskets shall not be included with the payment for fitting weights.

Payment. Payment of the applicable unit price per ton shall be full compensation for furnishing all plant, labor, material and equipment necessary to furnish and install fittings at the adjustment locations shown on the Drawings. Cost for restrained joints shall be included in the unit price per linear foot for pipe.

Bid Item Nos. 27 – Allowance to Adjust Existing Service Laterals

Allowance. The exact number of existing service laterals to be relocated is unknown. An allowance shall be included in this Bid Item for the cost to adjust the service laterals according to the Detail Drawings. For this project, it is hereby established that the cost to relocate water and reuse mains shall be \$300 each and for sanitary laterals \$500 each. Monies in this allowance will be used only for the reuse, potable water, or sanitary sewer lateral relocation. At the close-out of the Contract, any monies remaining in this allowance shall remain with the OWNER.

Payment. Payment from this adjustment allowance shall be full compensation for furnishing all plant, labor, materials and equipment necessary to adjust the existing service laterals according to the method shown on the Detail Drawings.

Bid Item No. 28 – Furnish and Install 2-inch PVC Casing

Measurement. The quantity for payment shall be the actual number of feet of PVC casing that is satisfactorily furnished and installed under roadways.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials and equipment necessary to install the casing material under the road by the “moling” method, as measured along the surface of the roadway from two feet beyond edge of pavement (or curb and gutter) to two feet beyond edge of pavement (or curb and gutter). Jetting of the casing pipe will not be allowed.

Bid Item No. 29 – Furnish and Install 1-inch Water Service Piping

Measurement. The quantity for payment shall be the actual number of linear feet of polyethylene service pipe that is satisfactorily furnished and installed from the existing water main to the existing meter, as measured along the horizontal surface of the ground.

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 new service piping. Service piping shall include a 1-inch curb stop at the end of the service pipe. Included in this pay item shall be the cost to excavate to the existing main, make the tap into the existing main, install the double-strap service saddle and corporation stop, 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 No. 30.

Bid Item No. 30 – Connect to Existing Water Meters

Measurement. The quantity for payment shall be the actual number of water meters that are acceptably connected to the 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 service piping to the existing water meters. 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.

Bid Item No. 31 – Remove and Relocate Existing Power Poles

Measurement. The quantity for payment shall be the actual number of power poles that are acceptably removed and relocated.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, material and equipment necessary to have FPL remove and relocate the power poles such that they are outside the construction area. Any costs associated with the removal/replacement shall be paid for by the CONTRACTOR.

Bid Item No. 32 – Hold/Support Existing Power Poles

Measurement. The quantity for payment shall be the actual number of power poles that require support by the franchise utility during the construction period.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, material and equipment necessary to have FPL support the existing poles shown on the Drawings, during the time the construction activity is adjacent to the pole required to be supported. Any costs associated with the support of the poles shall be paid for by the CONTRACTOR.

Bid Item Nos. 33 – Furnish and Install Sod

Measurement. The quantity for payment shall be the actual number of square yards of sod, of all types, that is satisfactorily replaced within the limits shown on the Drawings.

Payment. Payment of the applicable unit price shall be full compensation for furnishing all plant, labor, materials, equipment, and incidentals to furnish and install the sod within the right-of-way shown on the Drawings. All areas disturbed by the 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 OWNER if damage occurs up to the time the project is accepted.

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:
 - 5. Item number and identification as shown on application.
 - 6. 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:
 - St. Johns River Water Management District Environmental Resource 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, 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 AUDIO-VIDEO 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 within the confines of the work area to be disturbed, the project limits from ROW to ROW, existing driveways, and sidewalks 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.
- B. If the project is a pump station site, the rate of speed of travel shall not apply.

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 OWNER. Payment for testing to show compliance with specified requirements will be paid for by OWNER. The cost when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due 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

- A. This Section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, 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 requirements of this Section.
- B. 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 start-up of construction operations at the site.
- C. Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.
- D. The CONTRACTOR shall not use the facilities of the OWNER without permission.

1.02 TEMPORARY FACILITIES

- A. 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):
 - 1. Water Service (potable for certain uses)
 - 2. Sanitary
 - 3. Storm Sewer or Open Drainage/Run-off Control
- B. 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.
- C. 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.
- D. 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.
- E. 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

- A. Noise Control: The CONTRACTOR shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.
- B. 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.
- C. 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. CONTRACTOR shall be responsible for obtaining and complying with the requirements of any dewatering or consumptive use permits required by regulatory authorities.
- D. Pollution Control:
 - 1. 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 material in the form of solids, liquids, or gases.
 - 2. 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.
 - 3. 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.
 - 4. The CONTRACTOR shall follow all laws governing the use and disposal of toxic materials.
- E. Erosion Control
 - 1. 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.
 - 2. Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

- A. 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.

- B. 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.
- C. 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.

PART 2 – PRODUCTS (NOT APPLICABLE)

PART 3 – EXECUTION (NOT APPLICABLE)

END OF SECTION

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 and/or Florida Department of Environmental Protection.

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 01600 – MATERIALS 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

SECTION 01670 – OPERATION AND MAINTENANCE DATA

PART 1 – GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. Compile product data and related information appropriate for OWNER'S maintenance and operation of products furnished under Contract.
 - a. Prepare operating and maintenance data as specified in this Section and as referenced in other pertinent sections of Specifications.
2. Instruct CITY'S personnel in maintenance of products and in operation of equipment and systems.

B. Related Requirements Described Elsewhere:

1. General Conditions: Section 00700
2. Special Project Procedures: Section 01100
3. Contract Closeout: Section 01700
4. Project Record Documents: Section 01720
5. Warranties: Section 01740

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 the Section.
3. Skilled as technical writer to the extent required to communicate essential data.
4. Skilled as draftsman competent to prepare required drawings.

1.03 FORM OF SUBMITTALS

A. Prepare data in form of an instructional manual for use by OWNER'S personnel.

B. Format:

1. Size: Eight and one-half inches x eleven inches (8-1/2" x 11").
2. Paper: Twenty (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 fourteen inches x seventeen inches (14" x 17").
5. Provide fly-leaf for each separate product, or each piece of operating equipment.
 - a. Provide typed description of products and major component parts of equipment.

- b. Provide identify tabs.
 - 6. Cover: Identify each volume with typed or printed title "OPERATING AND MAINTENANCE INSTRUCTIONS". List:
 - a. Title of Project.
 - b. Identity of separate structure as applicable.
 - c. Identity of general subject matter covered in the manual.
- C. Binders:
- 1. Commercial quality three-post binders with durable and cleanable plastic covers.
 - 2. Maximum post width: Two inches (2").
 - 3. When multiple binders are used, correlate the data into related consistent groups.

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.
 - 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 specific product.
 - 2. Annotate each sheet to:
 - a. Clearly identify specific product or part installed.
 - b. Clearly identify data applicable to installation.
 - c. Delete references to inapplicable information.
- 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 test, 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 instruction of each procedure.
- E. Copy of each warranty, bond and service contract issued.
 - 1. Provide information sheet for CITY'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 five (5) 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. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shut-down and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "trouble-shooting".
 - c. Disassembly, repair and re-assembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication required.
 - 5. Manufacturer's printed operating and maintenance instructions.
 - 6. Description of sequence of operation by control manufacturer.
 - 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 - 8. As-installed control diagrams by controls manufacturer.
 - 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 - 10. Charts of valve tag numbers, with location and function of each valve.

11. List of original manufacturer's spare parts, manufacturer's current prices and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of specifications.
- C. Content, for each electric and electronic systems, 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 re-assembly.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of specifications.
- D. Prepare and include additional data when the need for such data becomes apparent during instruction of CITY'S personnel.
- E. Additional requirements for operating and maintenance data: Respective sections of Specifications.
- 1.06 SUBMITTAL SCHEDULE
- A. Submit two (2) copies of completed data in final form no later than thirty (30) days following the CITY'S review of the last shop drawing and/or other submittal specified within the General Conditions.
 1. One (1) copy shall be returned with comments to be incorporated into final copies.
 - B. Submit five (5) copies of approved manual in final form directly to the CITY, within thirty (30) calendar days of product shipment to the project site and preferably within thirty (30) days after the reviewed copy is received.

- C. Append six (6) copies of addendum to the operation and maintenance manuals as applicable and certificates as specified within thirty (30) days after final inspection and plant start-up test.

1.07 INSTRUCTION OF OWNER'S PERSONNEL

- A. Prior to final inspection or acceptance, fully instruct OWNER'S designated operating and maintenance personnel in operation, adjustment and maintenance of products, equipment and systems.
- B. Operating and maintenance manual with personnel in full detail to explain all aspects of operations and maintenance.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION – 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. 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-Built" 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 01740 – WARRANTIES

PART 1 – GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

- 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 REQUIRED)

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 General Contractor.

END OF SECTION

SECTION 02110 – CLEARING AND GRUBBING

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

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.

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.

- A. Restore damaged work to condition existing prior to start of Work.
- B. 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.
- C. 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

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.

Strip and stockpile topsoil that will be reused in the Work.

Remove existing improvements, both above-grade and below-grade, to extent indicated or as otherwise required to permit new construction.

Salvable Items: Carefully remove items indicated to be salvaged and store on OWNER's premises where indicated or directed.

Control air pollution caused by dust and dirt; comply with governing regulations.

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.

Grade ground surface to conform to required contours and to provide surface drainage.
Dispose of waste materials, including trash, debris, and excess topsoil, off OWNER's property.

Burning waste materials on site is not permitted.

END OF SECTION

SECTION 02200 – EARTHWORK

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

This Section includes digging of excavations for structures, piping and roadways; backfilling around structures and piping; shaping and contouring the ground surface to conform to established grades and elevations; compacting of earth or rock materials to specified densities; bracing, sheeting and shoring; dewatering; removal of surplus excavated materials; and related work as shown on the Drawings and as specified.

1.02 DEFINITIONS

Excavation. Removal of earth and rock to form cavities for the construction of foundations and structures and to form trenches for the installation of piping or conduits.

Cavity formed by the removal of earth and rock.

Earth. Unconsolidated material in the crust of the earth derived by weathering and erosion. Earth includes:

- A. Materials of both inorganic and organic origin;
- B. Boulders less than 1/3 cubic yard in volume, gravel, sand, silt, and clay;
- C. Materials which can be excavated with a backhoe, trenching machine, drag line, clam shell, bulldozer, highlift, or similar excavating equipment without the use of explosives, rock rippers, rock hammers, or jack hammers.

Rock. A natural aggregate of mineral particles connected by strong and permanent cohesive forces. Rock includes:

- A. Limestone, sandstone, dolomite, granite, marble, and lava;
- B. Boulders 1/3 cubic yard or more in volume;
- C. Materials which cannot be excavated by equipment which is used to remove earth overburden without the use of explosives, rock rippers, rock hammers, or jack hammers.

Undercutting. Excavation of rock and unsuitable earth below the bottom of a foundation, structure, pipe or conduit to be constructed or installed.

Subgrade. Undisturbed bottom of an excavation.

Bedding. Earth placed in trench to support pipe and conduit.

Backfill and Fill. Earth placed around structures from the bottom of an excavation to finished grade, or to the subbase of pavement.

Earth placed in a trench from the top of bedding to finished grade, or to subbase of pavement.

Topsoil. Earth containing sufficient organic materials to support the growth of grass.

1.03 JOB CONDITIONS

Carefully maintain bench marks, monuments and other reference points, and if disturbed or destroyed, replace as directed.

Should the CONTRACTOR encounter unusual subsurface and/or latent conditions at the site, he shall immediately give notice to the ENGINEER of such conditions before they are disturbed. The ENGINEER will promptly investigate the conditions and he will at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease in cost resulting from such changes will be adjusted in the manner provided in the General Conditions.

1.04 QUALITY ASSURANCE

Codes and Standards. Perform excavation and landfilling work in compliance with applicable requirements of governing authorities having jurisdiction.

Testing and Inspection Service. The OWNER will retain a Soils Engineer to perform soil testing and inspection service for quality control testing of earthwork operations. Tests revealing satisfactory results will be paid for by the OWNER. The cost of tests revealing unsatisfactory results will be deducted from monies due the CONTRACTOR.

PART 2 – MATERIALS AND EQUIPMENT

2.01 MATERIALS

Earth for Fill and Backfill. Earth used for fill or backfill shall be of such gradation and moisture content that it will compact to the specified density and remain stable.

Pipe Cover Material. Pipe cover material shall consist of durable particles ranging in size from fine to coarse (No. 200 to 1-inch) in size, in a substantially uniform combination. Unwashed bank run sand and crushed bank-run gravel will be considered generally acceptable. Bedding material may be used for cover material.

Special Backfill. Special backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

<u>Group Symbols</u>	<u>Typical Name</u>
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
SW	Well-graded sands and gravelly sands, little or no fines
SP	Poorly graded sands and gravelly sands, little or no fines

Suitable Backfill. Suitable backfill shall be the following soils, classified by the Unified Soil Classification System, ASTM D-2487:

<u>Group Symbols</u>	<u>Typical Name</u>
GW	Well-graded gravels and gravel-sand mixtures, little or no fines
GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
<u>Group Symbols</u>	<u>Typical Name</u>
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

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:

<u>Group Symbols</u>	<u>Typical Name</u>
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

Support and protect all poles, fences, utility pipes, wire, conduits, buildings and structures.

Proceed with caution during excavation so the exact location of underground utilities and structures, both known and unknown, may be determined. CONTRACTOR shall be responsible for the repair of utilities and structures when broken or otherwise damaged.

Wherever water, or other pipes or conduits cross the excavation, the CONTRACTOR shall support said pipes and conduits without damage to them and without interrupting this Contract. The manner of supporting such pipes, or similar items, shall be subject to the approval of the ENGINEER.

When utility lines that have to be removed or relocated are encountered within the areas of operations, the CONTRACTOR shall notify the ENGINEER in ample time for the necessary measure to be taken to prevent interruption of the service.

The CONTRACTOR shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work, unless he shall have first obtained the property OWNER'S written consent to do so and shall have shown said written consent to the OWNER.

All excavated material shall be piled in a manner that will not obstruct driveways. Hydrants under pressure, valve pit covers, valve boxes, curb stop boxes, or other utility controls shall be left unobstructed and accessible until the work is completed. Drainageways shall be kept clear or other satisfactory provisions made for drainage.

Natural watercourses shall not be obstructed, except where specifically permitted for the construction of outfall and subaqueous crossings.

3.02 CLEARING

Before excavating, clear and remove logs, stumps, brush, vegetation, rubbish, and other perishable matter from the project site.

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

Strip topsoil and vegetation from the areas to be excavated. Clean topsoil may be stockpiled for reuse.

3.04 EXCAVATING

Make excavations to elevations and dimensions necessary to permit bracing, sheeting, erection of forms, inspection of foundation and installation of piping or conduits. Excavate trenches to the required alignment, depth and width. Excavate trenches in advance of pipe and conduit installation only as far as necessary to provide proper alignment and grade. Plan trenching operations to cause a minimum of danger to adjacent property and a minimum of inconvenience to the public.

The width of trenches at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and to allow the backfill to be placed and compacted as specified. Maximum trench width shall be such that design loadings on pipe will not be exceeded. Trenches shall be of such extra width, when required, to permit the placement of supports, sheeting, bracing, and appurtenances.

Depth of trenches shall be such as to allow installation of pipelines at the grades or elevations shown.

Trees, boulders, and other surface encumbrances, located so as to create a hazard to anyone involved in the excavation work or who is in the vicinity of the work at anytime during operations, shall be removed or made safe before excavating is begun.

CONTRACTOR shall be responsible for the determination of the angle of repose of the soil in which the excavating is to be done. Excavate all slopes to at least the angle of repose except for areas where solid rock allows for line drilling or presplitting.

Sides, slopes, and faces of all excavations shall meet accepted engineering requirements by scaling, benching, barricading, rock bolting, wire meshing, or other equally effective means. Give special attention to slopes which may be adversely affected by weather or moisture content. Flatten the excavation sides when an excavation has water conditions, silty materials, loose boulders, and areas where erosion and slide planes appear.

Shore or otherwise support sides of excavations in hard or compact soil when the excavation is more than five feet in depth. In lieu of shoring, the sides of the excavation above the five-foot level may be sloped to preclude collapse, but shall not be steeper than a one-foot rise to each 1/2-foot horizontal.

Use diversion ditches, dikes, or other suitable means to prevent surface water from entering an excavation and to provide adequate drainage of the area adjacent to the excavation. Do not allow water to accumulate in an excavation. If possible, the grade should be away from the excavation.

Excavations shall be inspected by a competent contractor's representative after every rainstorm or other hazard-increasing occurrence, and the protection against slides and cave-ins shall be increased if necessary.

Do not store excavated or other material nearer than four feet from the edge of any excavation. Store and retain materials as to prevent materials from falling or sliding back into the excavation. Install substantial stop log or barricades when mobile equipment is utilized or allowed adjacent to excavations.

3.05 DEWATERING

Keep excavations free from water until foundations, structures, and piping are completed and will safely withstand forces generated by water. Provide sufficient dewatering equipment and make proper arrangements for the disposal of water from dewatering operation. Dewatering shall not damage property, create nuisances, or interfere with other work. Do not use sanitary sewers for the disposal of water from dewatering operations.

3.06 SHEETING

The CONTRACTOR has the option of sheeting excavations.

Supporting systems, such as piling, cribbing, shoring, and bracing shall be designed by a qualified contractor's representative and meet accepted engineering requirements. When tie rods are used to restrain the top of sheeting or other retaining systems, securely anchor the tie rods well back of the angle of repose. When tight sheeting or sheet piling is used, assume full loading due to groundwater table, unless prevented by weep holes or drains or other means. Provide additional stringers, ties, and bracing to allow for any necessary temporary removal of individual supports.

Materials used for sheeting, sheet piling, cribbing, bracing, shoring and underpinning shall be in good, serviceable condition. Timbers shall be sound, free from large or loose knots, and of proper dimensions.

Take special precautions in sloping or shoring the sides of excavations adjacent to a previously backfilled excavation or a fill, particularly when the separation is less than the depth of the

excavation. Pay particular attention to joints and seams of material comprising a face and to the slope of such seams and joints.

If it is necessary to place or operate power shovels, derricks, trucks, materials, or other heavy objects on a level above or near an excavation, sheet-pile, shore, and brace the side of the excavation as necessary to resist the extra pressure due to such superimposed loads.

If the stability of adjoining buildings or walls is endangered by excavations, provide shoring, bracing, or underpinning as necessary to ensure the safety of adjoining buildings or walls. Such shoring, bracing or underpinning shall be inspected daily or more often, as conditions warrant, by a competent contractor's representative and the protection effectively maintained.

The CONTRACTOR shall be held responsible for the sufficiency of all sheeting and bracing used, and for all damage to persons or property resulting from the improper quality, strength, placing, maintaining, or removing of the same. This includes damage to trees, sidewalks, and other property on the project site as well as on the private grounds.

Drive sheeting ahead of excavation. Do not remove sheeting until the excavation backfill has reached within two feet of the top of the excavation, except that the lower course of sheeting may be removed from a double sheeted excavation. When sheeting is drawn, completely fill all cavities remaining in or adjoining the excavation. When sheeting is left in place, completely fill all cavities behind such sheeting.

3.07 ROCK REMOVAL

Rock, boulders or other hard, lumpy or unyielding materials encountered in trench bottoms shall be removed to a depth at least 12 inches below the bottom of any pipes to be installed. All rock and other hard foundation material under structures shall be freed of all loose material, cleaned, and cut to a firm surface; either level, stepped vertically and horizontally or serrated, as may be directed. All seams shall be cleaned out and filled with concrete or mortar.

Blasting of rock or other hard to remove materials will not be permitted on this project.

3.08 SUBGRADES

Do not construct foundations, footings, slabs, or piping on loose soil, mud, or other unstable or unsuitable soil.

Fill excess cuts under foundations, footings, and slabs with concrete.

Fill excess cuts under piping with compacted bedding as specified in this Section.

3.09 BACKFILLING FOUNDATION AND STRUCTURE EXCAVATIONS

Remove debris and other unstable or unsuitable materials from excavations before backfilling is started.

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 100% of the maximum dry density as determined in accordance with AASHTO T99, Method A. 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.

Backfill excavations not requiring Special Backfill with Suitable Material. 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 ASTM D698 Method C. Use compaction equipment which is suited to the soil being compacted.

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.

Do not use the following materials for backfill:

- A. Unsuitable materials;
- B. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

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.

Do all cutting, filling, and grading necessary to bring the entire area around foundations and outside of structures to the following subgrade levels:

- A. to the underside of the respective surfacing for walks and pavement;
- B. to finished grade for lawns and planted areas within the project site.

3.10 BACKFILLING PIPING TRENCHES

Do not backfill trenches and excavations until all utilities have been inspected by the OWNER'S representative and until all underground utilities and piping systems are installed in accordance with the requirements of the specifications and the drawings.

Remove debris and other unsuitable materials from excavations before backfilling is started.

Place and tamp bedding and backfilling in a manner which will not damage pipe coating, wrapping, or encasement.

Bedding procedures shall be as specified in the particular Section for the applicable pipe material.

If bedding does not cover the pipe, place pipe cover material from the top of bedding to 12-inches over the pipe. Compact pipe cover material to the density required to allow backfill over the pipe cover material to be compacted to the density specified.

Do not use the following materials for backfilling:

- A. Unsuitable Materials;
- B. Materials which are too wet or too dry to be compacted to the densities specified in this Section.

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. 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 100% of the maximum dry density as determined in accordance with AASHTO T99, 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.

Backfill trenches not requiring Special Backfill with Suitable Material. 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.

3.11 FINISH GRADING

Shape the surface of all earthwork to conform to the lines, grades, contours and cross-sections shown on the drawings. Hand dressing may be required in certain areas or in confined areas where equipment operation is restricted.

In final shaping of the surface of the earthwork a tolerance of 0.1 foot above or below the plan elevation will be allowed with the following exceptions:

- A. Earthwork shall be shaped to slope away from all buildings and structures.
- B. Earthwork shall be shaped to match adjacent pavement, curb, sidewalks, and similar appurtenances.
- C. Ditch bottoms and swales shall be shaped so that no water will be impounded except in areas designated for impoundment.

3.12 CLEANUP AND MAINTENANCE

Cleanup the job site as grading is completed. Remove excess earth, rock, bedding, materials, and backfill materials. Remove unused piping materials, structure components, and appurtenances. Restore items moved, damaged, or destroyed during construction.

Maintain the job site until the work has been completed and accepted. Fill excavations which settle when settlement is visible. Restore items damaged by construction or improper restorations. Keep dust conditions to a minimum.

3.13 STORAGE AND REMOVAL OF EXCAVATED MATERIAL

Suitable excavated material required for filling and backfilling operations may be stockpiled on the job site.

Remove unsuitable materials from the job site as unsuitable materials are excavated. Remove surplus suitable materials from the job site as excavations are backfilled.

Excavated suitable surplus materials shall remain the OWNER'S property and shall be stockpiled at the location(s) designated by the OWNER.

END OF SECTION

SECTION 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 from structures as required. The system shall remain in place until completion of construction.
- B. Related Work Described Elsewhere:
 - 1. Excavating, Backfilling and Compacting: Section 02315.

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. Submittals shall include at minimum the following:
 - 1. Design notes and drawings.
 - 2. Descriptive literature of the temporary dewatering system.
 - 3. Layout of all piping involved.
 - 4. Bill of materials.

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 02310 – SITE GRADING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work in this Section consists of furnishing all necessary labor, equipment, material and transportation necessary to bring the roads, drives, building sites, paved areas and open areas to the lines and grades shown on the Drawings. The work includes removal of existing pavement, slabs, walks, footings, structures and debris.
- B. The CONTRACTOR must determine for himself the volume of material required for the site.
- C. Definitions:
 - 1. Open Areas: Open areas shall be those areas that do not include building sites, paved areas, street right-of-way and parking areas.
 - 2. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
 - 3. Optimum Moisture: Percentage of water in a specific material at maximum density.
 - 4. Rock Excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
- D. Related Work Described Elsewhere:
 - 1. Earthwork: Section 02300
 - 2. Excavating, Backfilling and Compacting: Section 02315

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Suitable: Suitable materials for fills shall be classified as A-1, A-3 or A-2-4 in accordance with AASHTO Designation M 145 and shall be free from vegetation and organic material. Not more than 10 percent by weight of fill material shall pass the No. 200 sieve. The CONTRACTOR shall furnish all additional fill material required.
- B. Suitable Material to Be Placed in Water: Suitable material for fills to be placed in water shall be classified as A-1 or A-3 in accordance with AASHTO Designation A-145.
- C. Unsuitable: Unsuitable materials are classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7, and A-8 in accordance with AASHTO Designation M 145.

PART 3 – EXECUTION

3.01 PERFORMANCE

- A. Excavation:
 - 1. Excavation shall conform to the limits indicated on the Drawings or specified herein. This work shall include shaping and sloping and other work necessary in bringing the earthwork to the required grade, alignment and cross section.
 - 2. All suitable materials removed from the excavation shall be used as far as practicable in the formation of the embankments, subgrades, shoulders, building sites and other places as directed. Unsuitable material shall be removed to the

required depth and replaced with suitable material to the satisfaction of the Owner/Engineer and the Construction Manager. Unsuitable material existing in open areas may remain, and these open areas may be used for disposal areas for the unsuitable material as directed by the Construction Manager.

3. All waste excavated material shall be considered property of the CONTRACTOR. Excess unsuitable material shall be disposed of outside the limits of the project.

B. Fills:

1. Fills shall be formed of suitable material placed in layers of not more than 8 inches in depth measured loose and rolled and/or vibrated with suitable equipment until compacted. Thickness of layers may be increased provided the equipment and methods used are proven by field density testing to be capable of compacting thicker layers to specified densities. Layer thickness shall be decreasing layers to specified densities.
2. Rock that will not pass through a 6-inch diameter ring shall not be placed within the top 12 inches of the surface of the completed fill. Rock that will not pass through a 3-inch diameter ring shall not be placed within the top 4 inches of the completed fill. Broken concrete or asphaltic pavement shall not be used in fills.
3. Fill within the roadways, walkways, parking areas, and building sites shall be compacted to a density of not less than 98 percent of its maximum density as determined by AASHTO Method T 180. Fill within other areas shall be compacted to a density of not less than 95 percent of its maximum density by AASHTO Method T 180.
4. Final elevations shall be within 0.1 foot of the required elevation and surfaces shall be sloped to drain as shown on the Drawings.

C. Roadway/Paved Area Subgrades:

1. The construction of roadway subgrades shall conform to the requirements set forth hereinafter and shall consist of bringing the top of the roadway subgrade between the outer limits of the base course, to a surface conforming to the grades, lines and cross section shown on the Drawings, of uniform density, ready to receive the base course.
2. All material of the subgrades within the indicated limits shown on the Drawings which provide Limerock Bearing Ratio of less than 40 shall be stabilized.
3. After the subgrade has been properly shaped and stabilized, if required, it shall be brought to a firm, unyielding surface by rolling the entire area with an approved 3-wheel power roller weighing not less than 10 tons. All areas inaccessible to the roller shall be thoroughly compacted with hand tampers weighing not less than 50 pounds, the face of which shall not exceed 100 square inches in area. Unless the subgrade material at the time of the rolling contains sufficient moisture to insure proper compaction, it shall be watered as directed and then compacted. Subgrade material containing excess moisture, as determined by the Testing Laboratory, shall be dried to the proper consistency before being compacted.
4. The top 12 inches of subgrade, including cut and fill sections, shall be compacted to a density of not less than 98 percent of the maximum density as determined by AASHTO Method T 180.
5. After the roadway subgrade has been prepared, the CONTRACTOR shall maintain it free of ruts, depressions and damage resulting from the hauling and handling of any material, equipment, tools, etc. Ditches or drains shall be constructed and maintained along the completed subgrade section. Just before the base course is laid, the subgrade shall be checked for crown and elevation. The final elevation of the subgrade shall be within 0.1 foot of the required elevation.

END OF SECTION

SECTION 02315 – EXCAVATING, BACKFILLING AND COMPACTING

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included under this Section consists of clearing, excavating, grading, backfilling and compacting as required for the construction of the structures, piping and appurtenances as shown on the Drawings and specified herein.
- B. Related Work Described Elsewhere:
 - 1. Clearing, Grubbing and Stripping: Section 02230
 - 2. Earthwork: Section 02300
 - 3. Site Grading: Section 02310
- C. Definitions:
 - 1. Maximum Density: Maximum weight in pounds per cubic foot of a specific material.
 - 2. Optimum Moisture: Percentage of water in a specific material at maximum density.
 - 3. Rock Excavation: Excavation of any hard natural substance which requires the use of explosives and/or special impact tools such as jack hammers, sledges, chisels or similar devices specifically designed for use in cutting or breaking rock, but exclusive of trench excavating machinery.
 - 4. Suitable: Suitable materials for fills shall be non-cohesive, non-plastic granular local sand and shall be free from vegetation, organic material, marl, silt or muck. The CONTRACTOR shall furnish all additional fill material required.
 - 5. Unsuitable: Unsuitable materials are highly organic soil (peat or muck) classified as A-2-5, A-2-6, A-2-7, A-4, A-5, A-6, A-7 and A-8 in accordance with AASHTO Designation M-145.
- D. Plan For Earthwork: The CONTRACTOR shall be responsible for having determined to his satisfaction, prior to the submission of his bid, the conformation of the ground, the character and quality of the substrata, the types and quantities of materials to be encountered, the nature of the groundwater conditions, the prosecution of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. Prior to commencing the excavation, the CONTRACTOR shall submit a plan of his proposed operations to the Owner/Engineer for review. The CONTRACTOR shall consider, and his plan for excavation shall reflect, the equipment and methods to be employed in the excavation. No claims for extras based on substrata or groundwater table conditions will be allowed.

1.02 SUBMITTALS

- A. Submit six (6) copies of a report from a testing laboratory verifying that any off-site borrow material conforms to the gradation specified.

1.03 QUALITY ASSURANCE

- A. A Testing Laboratory employed by the CONTRACTOR will make such tests as are specified. The CONTRACTOR shall schedule his work so as to permit a reasonable time for testing before placing succeeding lifts and shall keep the laboratory informed of his progress. CONTRACTOR shall keep a complete record and provide a map of all test locations.

- B. Determination of laboratory moisture-density relationship and maximum density shall be by modified Proctor method of ASTM D-1557. At least one (1) test per soil type shall be made.
- C. Compaction shall be deemed to comply with the Specifications when no tests are below the specified relative compaction.
- D. Tests will be made in locations reviewed and approved by the Owner/Engineer. If any tests are unsatisfactory, re-excavate and recompact the fill or backfill until the specific compaction is obtained. CONTRACTOR shall make additional compaction tests on each side of unsatisfactory test, at locations approved by the Owner/Engineer, to determine the extent of re-excavation and recompaction necessary.

1.04 JOB CONDITIONS

- A. Site Information: Subsurface exploration and geotechnical engineering evaluation where provided is for the CONTRACTOR'S information only. Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil bearings. It is expressly understood that OWNER will not be responsible for interpretations or conclusions drawn therefrom by CONTRACTOR. Data, where provided, are made available for convenience of CONTRACTOR.
 - 1. Test borings and other exploratory operations may be made by CONTRACTOR at no cost to OWNER.
- B. If, in the opinion of the Owner/Engineer, conditions encountered during construction warrant a change in the footing elevation, or in the depth of removal of unsuitable material from that indicated on the Drawings, an adjustment will be made in the Contract price, as provided in the Schedule of Cost for Changes in Quantities.

1.05 PROTECTION

- A. Sheeting and Bracing (if required):
 - 1. Furnish, install in place, and maintain such sheeting and bracing as may be required to support the sides of excavations, to prevent any movement which could in any way diminish the width of the excavation below that necessary for proper construction, and to protect adjacent structures, power poles, etc. from undermining, and to protect workers from hazardous conditions of other damage. Such support shall consist of braced steel sheet piling, braced wood lagging and soldier beams or other methods. Care shall be taken to prevent voids outside of the sheeting, but if voids are formed, they shall be immediately filled and rammed. Where soil cannot be properly compacted to fill a void, lean concrete shall be used as backfill at no additional expense to the OWNER.
 - 2. The CONTRACTOR shall construct the sheeting outside the neat lines of the foundation unless indicated otherwise to the extent he deems is desirable for his method of operation. Sheeting shall be plumb and securely braced and tied in position. Sheeting and bracing shall be adequate to withstand all pressure to which the structure or trench will be subjected. Any movement or bulging which may occur shall be corrected by the CONTRACTOR at his own expense so as to provide the necessary clearances and dimensions.
 - 3. Where sheeting and bracing is required to support the sides of excavations of structures, the CONTRACTOR shall engage a Geotechnical Professional Engineer, registered in the State of Florida, to design the sheeting and bracing.
 - 4. The installation of sheeting, particularly by driving or vibrating, may cause distress to existing structures. The CONTRACTOR shall evaluate the potential for such

- distress and, if necessary, take all precautions to prevent distress of existing structures due to sheeting installation.
5. The CONTRACTOR shall leave in place to be embedded in the backfill all sheeting and bracing not shown on the Drawings for the purpose of preventing injury to structures, utilities, or property, whether public or private. The Owner/Engineer may direct that timber used for sheeting and bracing be cut off at any specified elevation.
 6. All sheeting and bracing not left in place shall be carefully removed in such manner as not to endanger the construction or other structures, utilities, or property. All voids left or caused by withdrawal of sheeting shall be immediately refilled with sand by ramming with tools especially adapted to that purpose, or otherwise as may be directed by the Owner/Engineer.
 7. No wood sheeting is to be withdrawn if driven below mid-diameter of any pipe, and under no circumstances shall any wood sheeting be cut off at a level lower than 1 foot above the top of any pipe.

B. Pumping and Drainage:

1. The CONTRACTOR shall at all times during construction provide and maintain proper equipment and facilities to remove all water entering excavations, and shall keep such excavations dry so as to obtain a satisfactory undisturbed suborder foundation. This condition shall continue until the fills, structures or pipes to be built thereon have been completed to such extent that they will not be floated or otherwise damaged by allowing water levels to return to natural levels. The CONTRACTOR shall engage a Geotechnical Professional Engineer registered in the State of Florida, to design the temporary dewatering systems for all structures. The dewatering system installed shall be in conformity with the overall construction plan, and certification of this shall be provided by the Geotechnical Professional Engineer. The CONTRACTOR shall be required to monitor the performance of the dewatering systems during the progress of the work and require such modifications as may be required to assure that the systems are performing satisfactorily.
2. Dewatering shall at all times be conducted in such a manner as to preserve the undisturbed bearing capacity of the suborder soils at proposed bottom of excavation and to preserve the integrity of adjacent structures. Well or sump installation shall be constructed with proper sand filters to prevent drawing of finer grained soil from the surrounding ground.
3. Water entering the excavation from surface runoff shall be collected in shallow ditches around the perimeter of the excavation, drained to sumps, and pumped from the excavation to maintain a pit bottom free from standing water.
4. The CONTRACTOR shall take all additional precautions to prevent uplift of any structure during construction.
5. The conveying of water in open ditches or trenches will not be allowed. Permission to use any storm sewers, or drains, for water disposal purposes shall be obtained from the authority having jurisdiction. Any requirements and costs for such use shall be the responsibility of the CONTRACTOR. However, the CONTRACTOR shall not cause flooding by overloading or blocking up the flow in the drainage facilities, and he shall leave the facilities unrestricted and as clean as originally found. Any damage to facilities shall be repaired or restored as directed by the Owner/Engineer or the authority having jurisdiction, at no cost to the OWNER.
6. Flotation shall be prevented by the CONTRACTOR by maintaining a positive and continuous operation of the dewatering system. The CONTRACTOR shall be fully responsible and liable for all damages which may result from failure of this system.
7. Removal of dewatering equipment shall be accomplished after the system is no longer required; the material and equipment constituting the system shall be removed by the CONTRACTOR.

8. The CONTRACTOR shall take all necessary precautions to preclude the accidental discharge of fuel, oil, etc. in order to prevent adverse effects on groundwater quality.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General:

1. All fill and backfill material shall be subject to the approval of the Owner/Engineer.
2. All fill and backfill material shall be free of organic material, trash, or other objectionable material. Excess or unsuitable material shall be removed from the job site by the CONTRACTOR.

- B. Common Fill Material: Common fill shall be sand and shall not contain stones, rock, concrete or other rubble larger than 2 inches in diameter. It shall have physical properties which allow it to be easily spread and compacted.

- C. Structural Fill: Structural fill shall be reasonably well graded sand to gravelly sand having the following gradation:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
1 inch	100
No. 4	75-100
No. 40	15-80
No. 100	0-30
No. 200	0-12

- D. Class I Soils: Manufactured angular, granular material, 3/8 to 3/64 inches (9.5 mm to 1 mm) size, including materials having significance such as crushed stone or rock, broken coral, crushed slag, cinders, or crushed shells. Sieve analysis for crushed stone is given below separately:

1. Crushed Stone: Crushed stone shall consist of clean mineral aggregate free from clay, loam or organic matter, conforming with ASTM C-33 stone size No. 89 and with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
1/2	100
3/8	90-100
No. 4	20-55
No. 8	5-30
No. 16	0-10
No. 50	0-5

2. Soils defined as Class I materials are not defined in ASTM D-2487.

E. Class II Soils:

1. GW: Well-graded gravels and gravel-sand mixtures, little or no fines. 50 percent or more retained on No. 4 sieve. More than 95 percent (95%) retained on No. 200 sieve. Clean.

2. GP: Poorly graded gravels and gravel-sand mixtures, little or no fines. 50 percent or more retained on No. 4 sieve. More than 95 percent (95%) retained on No. 200 sieve. Clean.
 3. SW: Well-graded sands and gravelly sands, little or no fines. More than 50 percent passes No. 4 sieve. More than 95 percent (95%) retained on No. 200 sieve. Clean.
 4. SP: Poorly graded sands and gravelly sands, little or no fines. More than 50 percent passes No. 4 sieve. More than 95 percent (95%) retained on No. 200 sieve. Clean.
 5. In accordance with ASTM D-2487, less than 5 percent (5%) pass No. 200 sieve.
- F. Coarse Sand: Sand shall consist of clean mineral aggregate with particle size limits as follows:

<u>U.S. Sieve Size</u>	<u>Percent Passing by Weight</u>
3/8 inch	100
No.10	85-100
No. 40	20-40
No. 200	0-12

- G. Other Material: All other material, not specifically described, but required for proper completion of the work shall be selected by the CONTRACTOR and approved by the Owner/Engineer.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Clearing:
1. The construction areas shall be cleared of all obstructions and vegetation including large roots and undergrowth, within 10 feet of the lines of the excavation.
 2. Strip and stockpile topsoil on the site at the location to be determined by the Owner/Engineer.

3.02 EXCAVATION

- A. General: Excavations for roadways, structures and utilities must be carefully executed in order to avoid interruption of existing utilities.
- B. Excavating for Roadways/Structures/Utilities:
1. Excavation shall be made to such dimensions as will give suitable room for building the foundations and the structures, for bracing and supporting, for pumping and draining, and for all other work required.
 - a. Excavation for precast or prefabricated structures shall be carried to an elevation 2 feet lower than the proposed outside bottom of the structure to provide space for the select backfill material. Prior to placing the select backfill, the excavation shall be sounded, if not dewatered, using a rigid pole to indicate the satisfaction of the OWNER that excavation has been carried to the proper depth and is reasonably uniform over the area to be occupied by the structure.

- b. Excavation for structures constructed or cast in place in dewatered excavations shall be carried down to the bottom of the structure where dewatering methods are such that a dry excavation bottom is exposed and the naturally occurring material at this elevation leveled and left ready to receive construction. Material disturbed below the founding elevation in dewatered excavation shall be replaced with 3,000 psi concrete.
 - c. Footings: Cast-in-place concrete footing sides shall be formed immediately after excavation. Forming for footing sides is specified elsewhere.
- 2. Immediately document the location, elevation, size, material type and function of all new subsurface installation, and utilities encountered during the course of construction.
- 3. Excavation equipment operators and other concerned parties shall be familiar with subsurface obstructions as shown on the Drawings and should anticipate the encounter of unknown obstructions during the course of work.
- 4. Encounters with subsurface obstructions shall be hand excavated.
- 5. Excavation and dewatering shall be accomplished by methods which preserve the undisturbed state of suborder soils. Suborder soils which become soft, loose, "quick" or otherwise unsatisfactory for support of structures as a result of inadequate dewatering or other construction methods shall be removed and replaced by crushed stone as required by the Owner/Engineer at the CONTRACTOR'S expense.
- 6. The bottom of excavations shall be rendered firm and dry before placing any structure. Excavated material not suitable for backfill shall be removed from the site and disposed of by the CONTRACTOR.
- 7. All pavements shall be cut for removal, with saws and approved power tools.
- 8. Excavated material shall be stockpiled in such a manner as to prevent nuisance conditions. Surface drainage shall not be hindered.
- 9. All locations and elevations as required herein must be permanently documented by the CONTRACTOR, on the Record Drawings prior to the Owner/Engineer approval of the Application for Payment for that work.
- 10. When force main pipe or pipe conveying other than non-potable liquid is less than 10 feet from a potable water main, the depth of cover shall be increased to 5 feet or 18 inches below the water main, whichever is greater.

3.03 DRAINAGE

- A. The CONTRACTOR shall at all times during construction provide and maintain proper equipment and facilities to remove promptly and dispose of properly all water entering excavations, and keep such excavations dry so as to obtain a satisfactory undisturbed suborder foundation condition. The dewatering method used shall prevent disturbance of earth below grade.
- B. All water pumped or drained from the work shall be disposed of in a suitable manner without undue interference with other work, without damage to surrounding property, and in accordance with pertinent rules and regulations.
- C. No construction, including pipe laying, shall be allowed in water. No water shall be allowed to contact masonry or concrete within 24 hours after being placed. The CONTRACTOR shall constantly guard against damage due to water and take full responsibility for all damage resulting from his failure to do so.

- D. The CONTRACTOR will be required at his expense to excavate below grade and refill with approved fill material if the OWNER determines that adequate drainage has not been provided.

3.04 UNDERCUT

- A. If the bottom of any excavation is below that shown on the Drawings or specified because of CONTRACTOR error, convenience, or unsuitable suborder due to the CONTRACTOR'S excavating method, he shall refill to normal grade with fill at his own cost. Fill material and compaction method shall be as directed by the OWNER.

3.05 FILL AND COMPACTION

- A. Compact and backfill excavations and construct embankment according to the following schedule:

STRUCTURES AND ROADWORK

<u>Area</u>	<u>Material</u>	<u>Compaction</u>
Utility trenches, backfill beneath structures	Structural Fill	8 inch lifts, compacted backfill beneath to 95 percent (95%) by Modified Proctor Method
Roadways	Common Fill	6 inch lifts, compacted backfill beneath to 98 percent (98%) by Modified Proctor Method.
Around structures	Structural Fill	8 inch lifts, 95 percent (95%) of Modified Proctor Method. Use light rubber-tired or vibratory plate compactors.
From cleared existing surface to subgrade for paved and gravel surfaces	Common Fill	12 inch lifts, 98 percent (98%) of Modified Proctor Method.

- B. Pipe shall be laid in open trenches unless otherwise indicated on the Drawings or elsewhere in the Contract Documents.
- C. Excavations shall be backfilled to the original grade or as indicated on the Drawings. Deviation from this grade because of settling shall be corrected. Backfill operation shall be performed to comply with all rules and regulations and in such a manner that it does not create a nuisance or safety hazard.
- D. Embankments shall be constructed true to lines, grades and cross sections shown on the plans or ordered by the Owner/Engineer. Embankments shall be placed in successive layers of not more than 8 inches in thickness, loose measure, for the full width of the embankment. As far as practical, traffic over the work during the construction phase shall be distributed so as to cover the maximum surface area of each layer.
- E. If the CONTRACTOR requests approval to backfill material utilizing lifts and/or methods other than those specified here, such request shall be in writing to the Owner/Engineer. Approval will be considered only after the CONTRACTOR has performed tests, at the CONTRACTOR'S expense, to identify the material used and density achieved throughout the backfill area utilizing the method of backfill requested. The OWNER'S approval will be in writing.

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 paving and drainage project.

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. 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: Establish and maintain alignment and elevations as shown or specified.
- B. Weather Limitations: 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 160 and Section 914 of the “Standard Specifications”, latest Edition.

2.02 MATERIALS FOR FLOWABLE FILL

- A. Materials for flowable fill shall conform to the requirements of Section 121 of the “Standard Specifications”, latest Edition.

2.03 MATERIALS FOR RECYCLED CONCRETE BASE COURSE

- A. Recycled concrete materials for the construction of base courses shall conform to the requirements of Section 913A of the “Standard Specifications”, latest Edition.

2.04 MATERIALS FOR GRADED AGGREGATE BASE COURSE

- A. Materials for graded aggregate base (in the form of recycled concrete) shall conform to the requirements of Section 204 of the “Standard Specifications”, 2000 Edition.

2.05 MATERIALS FOR ASPHALT BASE COURSE

- A. Materials for asphalt base course (ABC-1) shall conform to the requirements of Section 331 of the “Standard Specifications”, 2000 Edition.

2.06 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

- A. Materials for use in asphaltic concrete mixtures, Type SP-9.5, shall conform to the requirements listed in “Standard Specifications”, Section 334. Materials for use in asphaltic concrete mixtures, FC-9.5, shall conform to the requirements listed in “Standard Specifications”, Section 337.
- 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 CITY.
- D. The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.07 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.

2.08 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.

2.09 MILLING

- A. Milling of existing asphalt pavement shall comply with Section 327 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", latest Edition, for a Type B Stabilized Subgrade.
- 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", Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 80. 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 FLOWABLE FILL

- A. Flowable fill shall be constructed in accordance with the requirements shown in Section 121-5 of the "Standard Specifications", latest Edition.

3.04 RECYCLED CONCRETE BASE COURSE

- A. Recycled concrete base course shall be constructed in accordance with the requirements of and to the tolerances shown in Section 200-3 through 200-10 of the "Standard Specifications", 2000 Edition.

3.05 GRADED AGGREGATE BASE COURSE

- A. Graded aggregate base shall be constructed in accordance with the requirements shown in Section 204-5 through 204-10 of the "Standard Specifications", 2000 Edition.

3.06 ASPHALT BASE COURSE

- A. Asphalt base course (ABC-1) shall be constructed in accordance with the requirements of Section 280-8 of the "Standard Specifications", 2000 Edition.

3.07 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 330 of the "Standard Specifications", latest Edition.

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FLEMING AVENUE DRAINAGE IMPROVEMENTS

3.08 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 300-3 through 300-7 of the "Standard Specifications", latest Edition.

3.09 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.

3.10 STREET RECONSTRUCTION

- A. Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs, these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.
- B. After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the "Standard Specifications", latest Edition.

END OF SECTION

SECTION 02536 – MANHOLES

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

- A. This Section includes furnishing and installing precast concrete manholes as shown on the Drawings and as specified.

1.02 QUALITY ASSURANCE

- A. All materials shall be tested for conformance with the specified standards. Reports of tests performed by the Manufacturer or by an independent laboratory shall be furnished with each shipment.

PART 2 – PRODUCTS

2.01 MANHOLES

- A. Precast Concrete

- 1. Precast manholes shall be composed of precast reinforced concrete bases, risers, grade rings, and tops which have been designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard Specifications. Cement used in construction of precast manhole components shall be Type II Portland cement conforming to the requirements of ASTM C150.

- B. Joint Material

- 1. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Standard Specifications.

- C. Pipe Connections

- 1. Pipe connections for manholes shall be resilient, waterproof connections designed in accordance with ASTM C923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes". Resilient pipe connectors shall either be cast into the manhole wall or installed following casting in a cored section of the manhole wall. Resilient connectors shall be a flexible neoprene boot with stainless steel clamps equivalent to KOR-N-SEAL System as manufactured by the Dukor Corporation. When the pipe is installed into the resilient connector the pipe shall be capable of 20° minimum deflection in any direction.

- D. Brick for Invert Channels and Bench Walls

- 1. Brick shall be solid conforming to the requirements of ASTM C-32, Grade MS or to the requirements of Federal Specification SS-B-656.

E. Precast Concrete Grade Rings

1. Precast concrete grade rings shall be precast with steel reinforcement in conformance with ASTM C478 and concrete with a compressive strength of 4,000 psi in 28 days. Precast concrete grade rings shall be manufactured in half annular shapes for ease of handling. The grade ring dimensions shall be 2 inches thick with an annular width of 8 inches and an inside diameter of 24 inches.

F. Mortar

1. Mortar for manhole construction shall consist of one part Type II Portland cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.
2. Portland cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.
3. Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

G. Invert Construction

1. Form with Type II cement and sand mortar and brick to provide a smooth flowing channel of similar shape and size of the sewer to which it connects.
2. The drop from inlet to outlet shall be a minimum of one inch.
3. Straight Run Manholes: Shape inverts while manholes are under construction. Cut off pipe at inside faces of manhole and construct invert to exact shape and size of pipe indicated.
4. Junction Manholes: Shape inverts while manholes are under construction. Cut off pipe at inside faces of manhole and construct invert to shape and size of pipe indicated. All inverts shall follow grades of pipes entering manholes. Provide a true curve of the largest radius possible for changes in direction of sewer and entering branch or branches.

H. Manhole Frames and Covers

1. Manhole frames and covers shall be gray iron castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. The cover shall be provided with a precisely machined dovetail groove with a neoprene O-ring gasket to provide a self-sealing cover. The gasket shall be glued in place at the foundry. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be solid with two non-penetrating pick holes and shall have the use of the line on which it is installed cast in the cover.

PART 3 – EXECUTION

3.01 MANHOLE CONSTRUCTION

A. Precast Concrete Units

1. Precast manholes shall be tongue and groove joint and shall consist of a base unit with opening for the sewer pipe, riser units of various lengths to build the manholes up to the required depth and either concentric or eccentric cones

providing the support for the manhole ring and cover. The minimum length of the support riser shall be 12 inches. Any modifications necessary to adapt the units to conform to the locations and grades shown or required shall be made without additional compensation.

2. Fiberglass manhole liners shall be installed during construction of the manhole precast sections. The base shall be set on a pad of dry native sand to the thickness shown on the Drawings. The subbase shall be tamped and/or vibrated as necessary to secure adequate seating and bearing for the base.
3. The base slab shall extend a minimum of 6-inches beyond the outside face of the manhole wall.
4. All slabs for precast drop manholes shall be of sufficient size to adequately support the drop structure.
5. The top of the cone shall be set between 2 inches and 12 inches below the bottom of the manhole cover frame so as to provide a minimum of 2 inches to accommodate future grade changes.

B. Invert Channels

1. Invert channels shall be constructed smooth and semicircular in shape conforming to inside of adjacent sewer section. Changes in direction of flow shall be made in a smooth curve of as large a radius as practicable. Changes in size and grade of channels shall be made gradually and evenly. Invert channels shall be formed by one of the following methods: form directly into concrete manhole base; build-up with brick and mortar; lay half tile in concrete or lay full section of sewer pipe through manhole and break out top half. The manhole floor outside of channels shall be made smooth and sloped toward channels.
2. The manhole floor (bench) shall be sloped towards the channel on a slope of 2 inches per foot.
3. Free drop in manholes from inlet pipe invert to top of floor outside the channels shall not exceed twenty-four inches. Standard drop inlets shall be constructed of commercial pipe, fittings and specials in accordance with the details shown wherever free drop exceeds twenty-four inches unless otherwise shown or directed.
4. All inside drops less than 24 inches shall have a flume constructed to channel flow into the invert.

C. Manhole Frames and Covers

1. Manhole frames and covers shall be set in a full bed of mortar with the top of the cover flush with or higher than finished grade as directed.

D. Steps

1. Manhole steps shall not be provided.

E. Connections to Existing Manholes

1. Pipe connections to existing manholes shall be made so that finished work will conform as nearly as possible to essential requirements for new manhole construction as specified above.
2. The annular space between the sewer pipe and the opening in the manhole shall be grouted with Portland cement mortar and wiped or collared to ensure a watertight joint.

3.02 INSPECTION OF LINES AND MANHOLES

- A. Inspection of completed lines and manholes shall be scheduled within a reasonable time after construction or when required by the Engineer/Owner.
- B. Before scheduling an inspection, the CONTRACTOR shall prepare the lines by cleaning and flushing. Manholes shall be clean, finished and free of leaks.
- C. Infiltration of gravity sewers between successive manholes shall not exceed that specified. Where lines are laid above the water table, the ENGINEER may require the CONTRACTOR to perform exfiltration tests between manholes. The exfiltration tests will be conducted with a constant three feet of head at the upstream manhole. The exfiltration rate shall not exceed the allowable infiltration rate.
- D. Manholes shall be on a true and uniform grade. The inverts shall have a smooth steel troweled finish. All benches shall be uniformly sloping. The frames shall be tight and properly set in mortar on solid masonry. The invert, benches and adjacent pipe shall be free of splattered mortar. All required interior lining or paint should be kept intact. Manhole frames shall be adjusted to grade with the covers and frames cleaned and free of mortar and asphaltic mixtures. All precast manhole seams shall be filled with an approved asphaltic compound.
- E. Pipe between manholes shall be on-line and on-grade. Inspection shall be by television inspection at the CONTRACTOR'S expense. CONTRACTOR shall provide personnel to assist with inspections. Copies of the video and written report shall be submitted in DVD format to the Owner/Engineer at least 48 hours prior to requesting inspection of the system.
- F. All known or indicated breaks shall be repaired by the CONTRACTOR regardless of the test allowances.
- G. Faulty sections of sewer lines or manholes rejected by the ENGINEER shall be removed and relaid by the CONTRACTOR. Sunken manholes will not be accepted.
- H. Top and bottom ends of riser or sections shall be perfectly formed so that continuous and uniform contact is possible around the entire joint. Malformed joints shall be rejected.

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 02611 - REINFORCED CONCRETE PIPE FOR GRAVITY SERVICE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section includes furnishing and installing Reinforced Concrete Pipe for gravity service as shown on the Drawings and as specified.

1.02 HANDLING AND STORAGE

- A. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding in order to avoid shock or damage. Under no circumstances shall such material be dropped. Pipe handled on skidways shall not be rolled or skidded against pipe on the ground. Slings, hooks or pipe tongs shall be padded and used in such a manner as to prevent damage to the exterior surface or internal lining of the pipes.
- B. Materials, if stored, shall be kept safe from damage. The interior of all pipe, fittings, and other appurtenances shall be kept free from dirt or foreign matter at all times.
- C. Gaskets for joints shall be placed in a cool location out of direct sunlight. Gaskets shall not come in contact with petroleum products. Gaskets shall be used on a first-in, first-out basis.
- D. Inspection: Pipe and appurtenances shall be inspected at the point of delivery. Material found to be defective due to manufacture or damage in shipment shall be rejected. Tests as specified in the applicable material standard may be performed to ensure conformance with the standard.

PART 2 – PRODUCTS

2.01 CIRCULAR PIPE

- A. Pipe shall be cast vibrated, machine-made or flat bed concrete pipe that is designed, manufactured, cured, tested and marked in accordance with the requirements of ASTM Designation C-76. Pipe shall be equivalent to Class III, IV or V, Wall B or C of the proper strength for the depth of cover required. Pipe shall be manufactured in lengths no longer than 16-feet or shorter than 8-feet, except that shorter lengths as required at closures or junctions of structures will be permitted. Pipe with elliptical reinforcing shall be adequately marked to prevent improper placement in the trench. Lift holes or eyes may be provided in each pipe for the purpose of handling.
- B. Joints shall be of either a bell and spigot or double spigot and sleeve design using round rubber gaskets. The joint shall be so designed and fabricated that when the pipe is laid it shall be self-centering, and when the joint is completed, the gasket will be enclosed on all four surfaces. The gasket shall not be required to support the weight of the pipe, but shall keep the joint tight under all normal conditions of service, including expansion, contraction and earth settlement.
- C. Joints and gaskets shall conform to the requirements of ASTM C443.

2.02 ELLIPTICAL PIPE

- A. Pipe shall be cast vibrated, machine made or flat bed elliptically shaped concrete pipe

designed, manufactured, cured, tested and marked in accordance with ASTM C507.

- B. Pipe shall be of the proper strength for the depth of cover involved and shall be manufactured in lengths not longer than 16 feet nor shorter than 8 feet, except that shorter lengths as required at closures or junctions with structures will be permitted.
- C. Pipe designed for placement with the major axis horizontal shall be designated as "Vertical Elliptical" and shall be so marked.
- D. Joints for elliptical pipe shall be cold adhesive, preformed plastic gaskets conforming to Standard Specifications for Road and Bridge Construction of Florida Department of Transportation, Section 942, paragraph 942-2.

PART 3 – EXECUTION

3.01 UNDERGROUND STRUCTURES AND CONFLICTS

- A. Prior to excavation, investigation shall be made to the extent necessary to determine the location of existing underground structures and conflicts. Care shall be exercised to avoid damage to existing structures. When obstructions that are not shown on the drawings are encountered during the progress of work and interfere so that an alteration of the plans is required, the CITY/ENGINEER will alter the drawings or order a deviation in line and grade or arrange for removal, relocation, or reconstruction of the obstructions.
- B. When crossing existing pipelines or other structure, alignment and grade shall be adjusted as necessary, with the approval of the CITY/ENGINEER to provide clearance as required by federal, state or local regulations or as deemed necessary by the CITY/ENGINEER to prevent future damage or contamination of either structure.

3.02 ALIGNMENT AND GRADE

- A. The pipelines shall be laid and maintained to the lines and grades established by the drawings and specifications, with manholes, service connections, fittings, and appurtenances at the required locations unless otherwise approved by the CITY/ENGINEER.

3.03 TRENCH CONSTRUCTION

- A. The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as necessary to allow proper pipe installation. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified. Trenches shall be of such extra width, when required, to permit the placement of timber supports, sheeting, bracing and appurtenances.
- B. Holes for the bells shall be provided at each joint but shall not be larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the trench bottom. Other than noted previously, the trench bottom shall be true and even in order to provide support for the full length of the pipe barrel, except that slight depression may be provided to allow withdrawal of pipe slings or other lifting tackle.
- C. When excavation of rock is encountered all rock shall be removed to provide a clearance of at least 6-inches below and on each side of all pipe for pipe sizes 24-inches or smaller, and

9-inches for pipe sizes 30-inches and larger. When excavation is completed, a bed of sand, crushed stone, or earth that is free from stones, large clods, or frozen earth, shall be placed on the bottom of the trench to the previously mentioned depths, leveled, and tamped. These clearances and bedding procedures shall also be observed for pieces of concrete or masonry and other debris or subterranean structures, such as masonry walls, piers, or foundations that may be encountered during excavation. This installation procedure shall be followed when gravel formation containing loose boulders greater than 8-inches in diameter are encountered. In all cases, the specified clearances shall be maintained between the bottom of all pipe and appurtenances and any part, projection, or point or rock, boulder, or stones of sufficient size and placement which, in the opinion of the CITY/ENGINEER could cause a fulcrum point.

- D. Should the trench pass over a sewer or other previous excavation, the trench bottom shall be sufficiently compacted to provide support equal to that of the native soil or conform to other regulatory requirements in a manner that will prevent damage to the existing installation.
- E. When the subgrade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least 3-inches, or to the depth ordered by the CITY/ENGINEER and replaced under the directions of the CITY/ENGINEER with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.
- F. When the bottom of the trench or the subgrade is found to consist of material that is unstable to such a degree that, in the judgment of the CITY/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 CITY/ENGINEER.
- G. Pipe cutting for the insertion of fittings, or closure pieces shall be done in neat, workmanlike manner without creating damage to the pipe or lining.

3.04 TESTING

- A. After completion of installation, perform testing for gravity sewers in accordance with requirements of Section 02661 – Pressure Testing of Piping.

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 48 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 64-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 02641 – PIPE CLEANING AND PIGGING

PART 1 – GENERAL

1.01 SCOPE OF WORK

- A. CONTRACTOR shall be required to clean pressure 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 pressure 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 pressure 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 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 and reuse mains, shall be subjected to a hydrostatic pressure of 150 psi. For force mains, the test pressure shall be 100 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. 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 of 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 NON-PRESSURE PIPING

- A. General: Testing of non-pressure gravity flow pipe shall be accomplished by infiltration or exfiltration testing. Non-pressure piping which has a crown elevation below the groundwater table shall be tested by measuring the infiltration. Non-pressure piping which has a crown elevation above the groundwater table shall be tested by measuring the exfiltration.
- B. Infiltration Testing: The CONTRACTOR shall identify and prepare each section of piping to be tested. The designated piping shall be monitored for a minimum period of four (4) hours. Any accumulated liquid shall be measured; the line shall not be accepted

until this measured quantity is less than 25 gallons per inch of diameter of pipe per mile of pipe per 24 hours. All buried leaks shall be located and repaired immediately and retested. All visible leaks must be repaired regardless of the measured leakage.

- C. Exfiltration Testing: The CONTRACTOR shall close all openings in the section of pipe to be tested. The hydrostatic water level of the pipe system shall be raised to a height equal to the maximum design submergence, but in no case less than 3 feet above the highest point in the line. The closed system shall be maintained for a minimum duration of 4 hours. Any loss of volume shall be noted. The line will not be accepted until this measured quantity is less than 25 gallons per inch of diameter of pipe per mile of pipe per 24 hours. All buried leaks shall be located and repaired as soon as possible. All visible leaks must be repaired regardless of the measured leakage.
- D. Low Pressure Testing: If impractical to conduct the infiltration or exfiltration tests as specified, the line can be pressurized for low pressure air testing. The air test shall be made by attaching an air compressor or testing apparatus to a suitable opening. After closing all other inlets and outlets to the system, force air into the system until there is a uniform gauge pressure of 5 psi. This pressure shall be held constant without introduction of additional air for a period of at least 30 minutes.
- E. Manhole Testing: The allowable limits of infiltration or exfiltration of manholes shall not exceed a rate of 0.165 gallons per manhole per hour.
- F. Re-Testing: Should any test fail, necessary repairs shall be accomplished by the CONTRACTOR and the test repeated until within the established limits. The CONTRACTOR shall furnish the necessary labor, water and all other items required to conduct the required testing and shall perform the necessary system repairs required to comply with the specified test.

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 02938 – SODDING

PART 1 – GENERAL

1.01 SCOPE

- A. Requirements specified in Conditions of Contract and Division 1 form a part of this Section. The work in this Section consists of furnishing all labor, materials and equipment to replace and maintain all areas disturbed during construction by establishing a stand of grass, within the areas called for, by furnishing and placing grass sod, and mulching.

1.02 SECTION INCLUDES

- A. Preparation of subsoil.
- B. Placing topsoil.
- C. Fertilizing.
- D. Sod installation.
- E. Maintenance.

1.03 RELATED SECTIONS

- A. Section 02300: Earthwork

1.04 REFERENCES

- A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.
- B. Fertilizers, Mixed, Commercial.

1.05 DEFINITIONS

- A. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.06 MAINTENANCE DATA

- A. Operation Data: Submit for continuing OWNER maintenance.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer; and pesticides.

1.07 QUALITY ASSURANCE

- A. Sod: Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- B. Submit sod certification for grass species and location of sod source.

1.08 QUALIFICATIONS

- A. Sod Producer: Company specializing in sod production and harvesting with minimum five years experience, and certified by the State of Florida.

1.09 REGULATORY REQUIREMENTS

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from State Dept. of Agriculture and Consumer Services indicating approval of fertilizer and herbicide mixture.

1.10 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of General Conditions.
- B. Deliver sod on pallets. Protect exposed roots from dehydration by water as necessary.
- C. Do not deliver more sod than can and will be laid within 24 hours of delivery.

1.11 COORDINATION

- A. Coordinate work under provisions of General Conditions of these Specifications.

1.12 MAINTENANCE SERVICE

- A. Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition or until final completion.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Sod: ASPA Certified cultivated grass sod matching the type being replaced with strong fibrous root system, free of stones, burned or bare spots; containing no more than 10 weeds per 1,000 sq ft.
- B. Topsoil: Fertile, agricultural soil, typical for locality, capable of sustaining vigorous plant growth, taken from a well drained site; free of subsoil, clay, or impurities, plants, weeds and roots; pH value of minimum 6.0 and maximum 7.0.
- C. Fertilizer: as recommended for grass, with fifty percent of the elements derived from organic sources; of proportion necessary to eliminate any deficiencies of topsoil to the following proportions: nitrogen 6 percent, phosphoric acid 6 percent, soluble potash 6 percent.
- D. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.

2.02 ACCESSORIES

- A. Wood Pegs: Softwood, sufficient size and length to ensure anchorage of sod on slope.
- B. Edging: As noted per plan.
- C. Herbicide: Submit manufacturer's data.

2.03 HARVESTING SOD

- A. Machine cut sod and load on pallets in accordance with ASPA Guidelines.
- B. Cut sod in area not exceeding 1 sq.yd., with minimum 1/2 inch maximum 1 inch topsoil base.

2.04 TESTS

- A. Provide analysis of topsoil fill under provisions of Division 1.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, trace elements soluble salt content, organic matter content, and pH value.
- C. Submit minimum 12 oz. sample of topsoil proposed. Forward sample to approved testing laboratory in sealed containers to prevent contamination.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Sodding shall be provided in all areas requiring restoration due to construction activities which are as indicated on the Drawings.

3.02 PREPARATION OF SUBSOIL

- A. Prepare sub-soil and eliminate uneven areas and low spots.
- B. Maintain lines, levels, profiles and contours. Make changes in grade gradual. Blend slopes into level areas.
- C. Remove foreign materials and undesirable plants and their roots. Do not bury foreign material beneath areas to be sodded.
- D. Remove contaminated subsoil.
- E. Scarify sub-soil to a depth of 4 inches where topsoil is to be placed.
- F. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.03 PLACING TOPSOIL

- A. Spread topsoil to a minimum depth of 4 inches over area to be sodded.
- B. Place topsoil during dry weather and on dry subgrade.
- C. Remove vegetative matter and foreign non-organic material from topsoil while spreading.
- D. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage.
- E. Install edging as noted on plans at periphery of sodded areas in straight lines to consistent depth.

3.04 FERTILIZING

- A. Apply fertilizer at a rate of 700 pounds per acre or 16 pounds per 1,000 square feet.
- B. Apply after smooth raking of topsoil and prior to installation of sod.
- C. Apply fertilizer no more than 48 hours before laying sod, mix thoroughly into upper 4 inches of topsoil and lightly water to aid the dissipation of fertilizer.

3.05 LAYING SOD

- A. Moisten prepared surface immediately prior to laying sod.
- B. Lay sod within 24 hours after harvesting to prevent deterioration.
- C. Lay sod tight with no open joints visible, and no overlapping; stagger end joints 12 inches minimum. Do not stretch or overlap sod pieces.
- D. Lay smooth. Align with adjoining grass areas.
- E. Place top elevation of sod 1/2 inch below adjoining paving.
- F. On slopes 4 inches per foot and steeper, lay sod perpendicular to slope and secure every row with wooden pegs at maximum 8 feet on center. Drive pegs flush with soil portion of sod.
- G. Water sodded areas immediately after installation. Saturate sod to 4 inches of soil.
- H. After sod and soil have dried, roll sodded areas to ensure good bond between sod and soil and to remove minor depressions and irregularities. Roll sodded areas with roller not exceeding 150 lbs.

3.06 MAINTENANCE

- A. Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing. Maintain sod until final acceptance.
- B. Neatly trim edges and hand clip where necessary.
- C. Immediately remove clippings after mowing and trimming.
- D. Water to prevent grass and soil from drying out.
- E. Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- F. Immediately replace sod to areas which show deterioration or bare spots.

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 1/2" 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 3/4 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 for concrete driveways.
- E. Non-structural concrete will be used for curb and gutter 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 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.

3.04 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 03450 – PRECAST CONCRETE STRUCTURES

PART I – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work under this Section includes the design, casting, delivery, and erection of concrete structures as indicated on the Drawings.

1.02 QUALITY ASSURANCE

- A. Standards: Unless otherwise indicated, all materials, workmanship and practices shall be in accordance with the current editions of the following standards:
 - 1. ACI 318, Building Code Requirements for Reinforced Concrete.
 - 2. PCI MNL 116, Manual for Quality Control for Plants and Production of Precast Concrete Products.
 - 3. ANSI/ASTM C55 – Concrete Building Brick.
 - 4. ASTM A48 – Gray Iron Castings.
 - 5. ASTM C478 – Precast Reinforced Concrete Manhole Sections.
 - 6. ASTM C923 – Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes

1.03 SUBMITTALS

- A. The following information shall be submitted for approval. Fabrication shall not begin until submission has been approved.
 - 1. Quality Control: Satisfactory evidence shall be submitted that plant and production methods meet the requirements of PCI MNL 116.
 - 2. Submit under provisions of Division 1.
 - 3. Shop Drawings: Complete fabrication and erection drawings shall be submitted. All drawings shall bear the seal of a Professional Engineer registered in the State of Florida.
- B. Manufacturer's data sheets shall be submitted on the following:
 - 1. Joint mastic and gaskets.
 - 2. Pipe connections.
 - 3. Grout material.
 - 4. Hatches and manhole covers.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Transportation and erection shall be done by qualified personnel using proper equipment. Lifting and supporting shall be done only at points indicated on the shop drawings.

PART 2 – PRODUCTS

2.01 MATERIALS AND FABRICATION

- A. Precast Concrete Structures:

1. Design loads shall consist of dead load, live load, impact, soil loads and loads due to water table, as well as other loads which may be imposed upon the structure. Wet wells and manholes shall be designed in accordance with ASTM C-478. The minimum wall thickness for wetwells up to 7 feet I.D. shall be 8 inches. The minimum wall thickness for wetwells 8 feet 0 inches to 12 feet 0 inches I.D. shall be 10 inches. The minimum wall thickness for 4 foot I.D. manholes shall be 5 inches. The minimum wall thickness for valve vaults shall be 8 inches.
2. Forms used for precast concrete shall be of metal and sufficiently designed and braced to maintain their alignment under pressures of the concrete during placing. Base and first section of precast structures shall be an integral cast.
3. Aggregates: All aggregates, fine and coarse, other than lightweight aggregate shall conform to ASTM C33. Lightweight aggregates, fine and coarse, shall conform to ASTM C330. Aggregates shall be free of deleterious substances causing reactivity with oxidized hydrogen sulfide. Both types of aggregate shall be graded in a manner so as to produce a homogenous concrete mix. All materials are to be accurately weighed at a central batching facility for mixing.
4. Cement shall be Portland cement Type II.
5. Minimum compressive strength of concrete used for precast concrete structures shall be 4000 psi at 28 days.
6. Placing. All concrete shall be handled from the mixer or transport vehicle to the place of final deposit in a continuous manner, as rapidly as practicable, and without segregation or loss of ingredients, until the approved unit is completed. Maximum elapsed time from batching to placement shall be 2 hours. Concrete shall be placed in layers not over 2 feet deep. Each layer shall be compacted by mechanical internal or external vibrating equipment. Duration of the vibration cycle shall be limited to the time necessary to produce satisfactory consolidation without causing objectionable segregation.
7. Curing:
 - a. For purposes of early reuse of forms, precast concrete may be steam cured after an initial set has taken place. The steam temperature shall not exceed 160°F, and the temperature shall be raised from normal ambient temperatures at a rate not to exceed 40°F per hour.
 - b. The steam cured unit shall not be removed from the forms until sufficient strength is obtained for the unit to withstand any structural strain to which it may be subjected during the form stripping operation. After the stripping of forms, further curing by means of water spraying or a membrane curing compound may be used, and shall be of a clear or white type, conforming to ASTM C309.
8. Reinforcing steel shall be sufficiently tied to withstand any displacement during the pouring operation. All bars shall be Grade 60.
9. Joints shall be tongue and groove pipe ends sealed by a flexible preformed bitumastic sealing material equal to Ram-Nek as manufactured by R.K. Snyder and Co., Houston, Texas. Adequate material shall be applied so that "squeeze out" occurs at the interior and exterior of the joint. Flexible preformed bitumastic sealing material shall be provided by the manhole manufacturer.
10. Eccentric precast concrete cone sections shall be manufactured of precast concrete with reinforcing and joints as specified above for straight riser.
11. Lifting holes through the structures are not permitted. Equally spaced lifting lugs, rings or non-penetrating lift inserts shall be provided.
12. Top slabs for shallow manholes, valve vaults, and pumping station wet wells may be precast or cast-in-place. Steel reinforcing shall be as required for the dead

load of the slab plus an H-20 designation live load. Concrete for top slabs shall have a compressive strength of 4000 psi at 28 days. Thickness of concrete for top slabs shall be a minimum of 6 inches for shallow manholes and valve vaults and 8 inches for pumping station wet wells.

13. Manholes inverts shall be constructed in the field. The drop from inlet to outlet shall be a minimum of one inch unless approved by the ENGINEER. The channel height of the manhole invert shall match the crown of the exit sewer. Manhole benches shall be sloped a minimum of two inches per foot from the outside periphery of the manhole to the edge of the invert channel.

B. Sealing Compound and Grout: Plastic sealing compound shall comply with Federal Specification SS-SS-00210. Mortar shall comply with ASTM C387, Type S, or use grout complying with Section 03600.

C. Pipe Connections:

1. Pipe connections for wet wells and manholes shall be resilient, waterproof connections designed in accordance with ASTM C923 "Resilient Connectors Between Reinforced Concrete Manhole Structures and Pipes". Resilient pipe connectors shall either be cast into the manhole wall or installed following casting in a cored section of the manhole wall. Resilient connectors shall be a flexible neoprene boot with stainless steel clamps equal to KOR-N-Seal System as manufactured by the Dukor Corporation. When the pipe is installed in the resilient manhole connector, the pipe shall be capable of 20° minimum deflection in any direction.
2. Pipe connections for wall penetrations for valve vaults and for manholes and wetwells where resilient connectors cannot be used shall be provided with wall sleeves and link seals.

D. Frames and Covers: Cast iron manhole frames and covers shall be provided for manholes and aluminum access hatches shall be provided for wetwells and valve vaults as specified below:

E.

1. Standard Manhole Frames and Covers: Shall be gray iron castings conforming to ASTM A48, Class 30B for Gray Iron Castings; and shall be smooth, true to pattern, free from blow holes, sand holes, projections and other harmful defects. The seating surfaces of both the frame and cover shall be machined so that the cover will not rock after it has been seated. The cover shall be provided with a precisely machined dovetail groove with a neoprene O-ring gasket to provide a self sealing cover. The gasket shall be glued in place at the foundry. The manhole cover shall be solid with two non-penetrating pick holes. Manholes frames and covers shall be coated on all non-machined surfaces with three coats of coal tar epoxy. Manhole frames and covers shall be U.S. Foundry and Manufacturing Corp. No. 227-AS-ORS for built-up type manholes; No. 1295-AS-ORS for stab-type manholes or an equal approved by the ENGINEER.
2. Aluminum Access Hatches: Aluminum hatches shall be provided for wetwells and valve vaults sized and specified on the Drawings.

F. Coatings:

1. Interior and exterior surfaces of precast sanitary structures shall be coated as per the details shown on the Drawings.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Earthwork: The CONTRACTOR shall prepare an excavation large enough to accommodate the structure and permit sealing of openings, waterproofing and backfilling operations. Earthwork shall conform to the applicable section of Division 2.
- B. Installation of Precast Concrete Structures: Precast concrete structures shall be constructed in a workmanlike manner at the locations and dimensions indicated on the Drawings. Precast structures shall be set on foundation of crushed stone, 9 inches thick. Crushed stone material shall be a well graded crushed stone or crushed gravel meeting the requirements of ASTM C33, Gradation No. 67 (3/4 inch to No. 4 sieve). The precast structures shall be constructed such that the structure will not transmit dead or live loads to the piping. Care shall be taken to prevent earth and other material from entering precast structures.
- C. Sealing and Grouting: Fill all interior and exterior joints between precast sections with a joint sealant, as recommended by the structure manufacturer.
- D. Installing Precast Sections:
 - 1. Set each precast concrete unit plumb on a bed of sealant to make a watertight joint at least 1/2 inch thick with the concrete base or with a preceding unit. Point the inside joint and wipe off the excess sealant.
 - 2. Assemble units so that the cover conforms to the elevations shown on the Drawings.
 - 3. Pipe connections at precast structures shall be provided at the locations shown on the Drawings. Connections shall be resilient and waterproof.
 - 4. All voids in interior and exterior manhole section joints and lift holes for manhole sections shall be filled with a non-shrinking, non-metallic grout. Grout shall be applied and cured in strict accordance with the manufacturer's recommendations. The grout shall be finished smooth and flush with the wall surface of the manhole.
- E. Manhole Flow Channels and Bench Walls:
 - 1. Unless prior approval is obtained from the ENGINEER, manhole flow channels and bench walls shall be constructed in the field. Invert channel bottoms shall be smooth and semicircular in shape conforming to inside of adjacent sewer sections. Changes in direction of flow shall be made with a smooth curve of as large a radius as the size of manhole will permit. Changes in size and grade of channels shall be made gradually and evenly to give a smooth uninterrupted flow pattern through the manhole. Channel height shall match the crown of the connection sewer pipe exiting the manhole. Manhole bench walls shall be smooth and shall slope two inches per foot from the edge of the invert channel to the precast manhole wall. Invert channels may be constructed by forming in concrete or by building up brick and mortar to form the manhole bench walls on each side of the channel, and plastering over bricks with cement mortar with a minimum thickness of 1/2 inch. Manhole invert construction shall only be performed by experienced and qualified workmen.
 - 2. Bricks used to construct manhole invert channels and bench walls shall be standard size (2 1/2 in. H X 4 in. W X 8 in. L) brick in conformance with ASTM C32 "Sewer and Manhole Brick (Made From Clay and Shale)", Grade MS. Mortar used for masonry work shall be prepared by thoroughly mixing: One (1) volume of Type II Portland Cement with three (3) volumes of sand and sufficient clean water to produce a rich

mass of approved consistency. Mixing mortar on the ground or any paved surface shall not be permitted. Sand to be used in making mortar shall be clean, well-graded, and shall pass a standard No. 4 sieve.

F. Setting Frames and Covers:

1. Unless otherwise indicated on the Drawings in unpaved areas the tops of manholes shall be set 0.2 feet above finished grade and the tops of wetwells and valve vaults shall be set flush with finished grade.
2. The top of all precast manholes may be brought to proper grade for receiving manhole frame by using not more than four courses of precast concrete grade rings. Precast concrete grade rings shall be precast with steel reinforcement in conformance with ASTM C478 and concrete with a compressive strength of 4000 psi in 28 days. Precast concrete grade rings shall be manufactured in half annular shapes for ease of handling. The grade ring dimensions shall be 2 inches thick with an annular width of 8 inches and an inside diameter of 24 inches.
3. Masonry construction shall be performed by experienced and qualified workmen only. All work shall be laid plumb, straight, level, square and true. Brick shall be laid in full beds of mortar and shoved into place. All joints shall be full and not more than ½ inch in thickness. The CONTRACTOR shall set in place and bond in the masonry all necessary anchor bolts and miscellaneous items specified elsewhere. The masonry walls shall be plastered on the inside and outside with a one-half inch coat of Portland cement mortar.
4. Following curing of any masonry construction required for manhole top adjustment, set manhole frame in a bed of mortar. Seal the flange of the manhole ring to the top of the manhole with cement mortar.

G. Interior Lining: The interior coating system shall be applied following installation of the precast structures and any piping or equipment, which will penetrate or attach to the walls. Surface preparation and application of the coating system shall be in strict accordance with the manufacturer's recommendations.

H. Backfill: After the structure and all appurtenances are in place and approved, backfill shall be placed to the original ground line or to the limits designated on the Drawings. Backfill material shall consist of sand or loose earth, free from stones, clods, or other deleterious material. It shall be placed in horizontal layers not exceeding 12 inches in depth, and shall be moistened and thoroughly compacted to a minimum relative density conforming to the requirements of Division 2.

END OF SECTION

SECTION 03600 - GROUT

PART 1 – GENERAL

1.01 DESCRIPTION

- A. Scope of Work: The work included in this Section consists of grouting the various items listed hereinafter and indicated on the Drawings.
- B. Related Work Described Elsewhere:
 - 1. Cast-in-Place Concrete: Section 03300.

1.02 SUBMITTALS

- A. Materials and Shop Drawings: Section 01300 for submittal requirements. Manufacturer's literature shall be submitted for review on non-shrink grout data shall include grout properties, mixing, surface preparation and installation instructions.

1.03 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Grouting materials shall be delivered and stored in unbroken containers with seals and labels intact as packaged by the manufacturer.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Non-shrink, Non-metallic Grout: Sauereisen F-100 Level Fill, Master Builders Masterflow 713, Burke Non-Ferrous, Non-Shrink Grout or equal pre-mixed type.
- B. Non-shrink Metallic Grout: Master Builders Embeco 636 Grout pre-mixed type, or equal..
- C. All grout materials shall be NSF approved.

PART 3 – EXECUTION

3.01 PREPARATION

- A. All bonding surfaces shall be clean and dust and oil free.

3.02 INSTALLATION

- A. Non-shrink Grout:
 - 1. Non-shrink, non-metallic grout shall be used for grouting sloped slab top pours, anchor bolts, reinforcing bars, pipe sleeves, machinery supports and pump base plates as noted on Drawings, vendor drawings and submittal packages.
 - 2. Non-shrink grout shall be mixed and placed as recommended by the manufacturer.
 - 3. Grout shall be mixed as close to the work area as possible and transported quickly to its final position in a manner which will not permit segregation of materials.
 - 4. Non-shrink grout shall be cured with water saturated burlap for at least three days.
 - 5. Machinery set on grout pads shall not be operated until the grout has cured for at least 36 hours.

END OF SECTION



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Water/Wastewater Facility Sample Testing		
Summary:	In July 2020, the City Commission awarded a contract to Pace Analytical Services, LLC for laboratory services for a period of one year with 4 additional one-year renewal periods (this being the 3rd). Samples collected at the water plant, water reclamation facility, and throughout the distribution system are tested and analyzed for regulatory compliance with the Florida Department of Environmental Protection (FDEP). Pace continues to provide high quality testing services and expertise in sample analysis. Laboratory services are required by regulatory agencies as part of treatment plant operating permits. Requirements specify testing of ground water, potable water, treated and untreated wastewater, and reclaimed water in order to verify compliance with state and federal standards for various parameters. Laboratories must be certified by the State, the National Environmental Laboratory Accreditation Program (NELAP) and the Environmental Protection Agency (EPA), and must be available seven days a week to perform the necessary tests.		
Financial Impact:	Annual cost for laboratory services is \$102,000; split between Water Treatment \$15,000 and Wastewater Treatment \$87,000.		
Citizen Impact:	Reliable laboratory testing and analysis of drinking and discharge water, as required by FDEP, ensures high quality water standards are maintained and safeguards the health of residents.		
Recommended Action (Staff, Advisory Board and/or Other):	This serves as public notification of the intent to renew the contract for an additional year, unless otherwise directed by the City Commission.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. RES 2020-85 (7F)	
Approval:	Kelly McGuire, Finance Director	11/3/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/29/2023

RESOLUTION NO. 2020-85

A RESOLUTION ACCEPTING A BID FROM PACE ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES REGARDING WATER AND WASTEWATER FACILITY SAMPLE TESTING AND LAB ANALYSIS, UNDER BID NO. 2020-23; 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. 2020-23) for laboratory services regarding sample collection and testing of the City's potable water, sewer and reclaimed water ("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 Pace Analytical Services, LLC in the amount of \$61,418.00/year is the lowest responsible and responsive bid (a copy of the bid being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for the payment of the Project is appropriated in the Water and Wastewater Fund, 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 Pace Analytical Services, LLC to provide laboratory testing services in the amount of \$61,418.00/year is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of a contract with Pace Analytical Services, LLC.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Pace Analytical Services, LLC to provide the services for an initial one-year term at \$61,418.00 plus four possible renewal periods of \$61,418.00 per year for a total of \$307,090.00 over a five-year period, and to pay the cost thereof from the Water and Wastewater Fund.

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

APPROVED AND AUTHENTICATED this 28th day of July, 2020.



BILL PARTINGTON
Mayor

ATTEST:



COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Pace Analytical Services, LLC** (“Contractor”), 8 East Tower Circle, Ormond Beach, FL 32174, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Proposal dated June 17, 2020, attached hereto as Exhibit “A”, and the Invitation to Bid (2020-23 “Laboratory Testing Services”) dated June 10, 2020, attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of one (1) year and shall be automatically renewed for four (4) additional one-year periods, unless either party provides a written notice of non-renewal at least ninety (90) calendar days prior to the Agreement expiration date.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Pace Analytical Services, LLC
Garrett Ervin, General Manager
8 East Tower Circle
Ormond Beach, FL 32174

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 28 day of July, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shahan
JOYCE SHANAHAN
City Manager

DATED this 2 day of July, 2020.

Witnesses:

PACE ANALYTICAL SERVICES, LLC

Sakina M. McKenzie
Print Name: Sakina M. McKenzie

By: Garrett Ervin
Print Name: Garrett Ervin
Title: General Manager

Lisa Harvey
Print Name: Lisa Harvey

Attest: Elizabeth Bolvin Day
Print Name: Elizabeth Bolvin Day
Title: Account Ex. / Notary



Elizabeth Bolvin Day
Comm. #GG338234
Expires: July 19, 2023
Bonded Thru Aaron Notary



Protecting Our Environment

**ITB 2020-23
Laboratory Testing Services
City of Ormond Beach
Due 2:30PM June 17, 2020**



Pace Analytical Services, LLC
Michael F. Valder
813-340-8100
Michael.Valder@pacelabs.com
8 East Tower Circle
Ormond Beach, Florida 32174



Laboratory Testing Services

Table of Contents

a. Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes, to the satisfaction of the City, the certification status of the laboratory for all listed parameters must be submitted with your bid	See Enclosed Thumb Drive
b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract.	See Appendix A
c. One (1) copy of the laboratory NELAC compliant "Quality Manual" shall be provided with your Bid.	See Enclosed Thumb Drive
d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach.	Page 3
e. The results from the most recent previous two WP/WA/NELAC Proficiency Testing studies are to be included in your submittal.	See Enclosed Thumb Drive
f. Copies of the last two FDOH laboratory assessments with corrective actions taken are to be included in your submittal.	See Enclosed Thumb Drive
g. A description of the laboratory and its relevant prior experience, specifically as related to governmental agencies.	Page 3
h. A list of four references who shall confirm instances of comparable testing performed for governmental entities. If these cannot be provided, please explain.	Page 13
i. The name and resume, including employment history with the Company, of the senior staff individuals who will perform the testing. If the successful provider subcontracts work under this contract, the same information will be provided for the subcontract laboratory.	Page 14
j. Documentation which establishes the length of time in business in the State of Florida (at least four (4) years required).	Page 30
k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.	Page 32
Appendix A – City of Ormond Beach bid Forms	Page 33

d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach

Pace will subcontract only the 200.9 for Thallium (to Benchmark EA) bioassay (to Hydrosphere) and Giardia/Cryptosporidium (to ASI) analysis. All other analysis will be performed by pace Analytical. That represents 3 tests out of 5100 tests which is <0.06% of the total tests. Pace is the incumbent laboratory and has sufficient staffing to continue serving the City of Ormond Beach for contract needs.

g. A description for the laboratory and its relevant prior experience, specifically as related to governmental agencies.

Pace Analytical Services, LLC (Pace Analytical) was established in 1978. We are a privately held, full-service sampling and analytical services firm operating a network of 41 environmental laboratories and 45 service centers nationwide, plus 3 Life Sciences laboratories. All of our full-service environmental laboratories are NELAC accredited. Our laboratories utilize U.S. EPA, ASTM, Standard Methods, NIOSH, and other accepted test procedures and methods, in accordance with federal and state regulations.

The company consists of three divisions: Environmental, Life Sciences and Scientific Professional Services. Analytical testing and related services include analytical chemistry, on-site field sampling, product and material testing, microbiology services, medical device and drug-device combination product testing, professional laboratory staffing, and lab equipment sales and services. Pace Analytical maintains a comprehensive list of certifications and methodologies throughout our laboratories. In addition to offering full service environmental analytical services, Pace Analytical provides the following specialty environmental testing services:

- | | |
|--------------------------------|-------------------------------|
| ◆ Drinking Water | ◆ Aquatic Toxicity / Bioassay |
| ◆ Water / Wastewater | ◆ Radiochemistry |
| ◆ Air Toxics | ◆ Low Level Mercury Analysis |
| ◆ PFAS Testing | ◆ Vapor Intrusion |
| ◆ Microbiological | ◆ PCB Congeners |
| ◆ Mixed Waste Characterization | ◆ On-Site Gas Phase FTIR |
| ◆ Field Sampling and Analysis | ◆ Dioxin / Furan |

Pace Florida provides comprehensive environmental laboratory services from its Oldsmar, Ormond Beach and Pompano Beach, Florida locations. The Pace Florida laboratory in Ormond Beach was expanded to 20,000 square feet and completely renovated in 2010 and expanded again to add 10,000 more square feet in 2017. In addition, at that time the operation began operating on a 24 hour a day schedule Monday through Friday, and 12 hour a day schedule on Saturday and Sunday. As a result, the average turnaround time for mainstream parameters is less than our industry competitors.

Pace Florida provides field sampling and laboratory testing services to numerous cities and counties around the state. Most of our analytical services associated with City of Ormond Beach will be completed at our Ormond Beach, FL facility.

Pace is currently the lab contractor for:

- ◆ Collier County
- ◆ Palm Beach County
- ◆ Orlando Utilities Commission (OUC)
- ◆ City of Sanford
- ◆ City of Port Orange
- ◆ Miami-Dade County
- ◆ St. Lucie County
- ◆ Brevard County
- ◆ Volusia County
- ◆ Lake County
- ◆ Sarasota County

A strength of Pace's is the production of Florida Drinking Water forms and Electronic Data Deliverables (EDDs). Pace has automated this process as much as it can be automated and delivers EDDs within a day of final report generation.

Pace is the only national laboratory company that has every lab operating on a uniform Laboratory Information Management System (LIMS). This system coupled with PacePort enables clients and Pace Project Managers to accurately schedule and modify client accounts and projects. PacePort is Pace's password protected website that provides clients with access 24/7 to their data and other tools:

- ◆ Access to all records such as final reports, drinking water forms, chain-of-custodies, invoices, and preliminary data
- ◆ Automated and customized container ordering, and COC creation
- ◆ Immediate notification of sample receipt and itemized sample log-in information
- ◆ Automated notification of exceedances of action and permit limits
- ◆ Automated creation of EDDs such as ADaPT customized to your specifications and formats
- ◆ Rush project tracking
- ◆ Automated delivery of reports and EDD's via email to multiple addresses
- ◆ Indefinite historical retention of all data

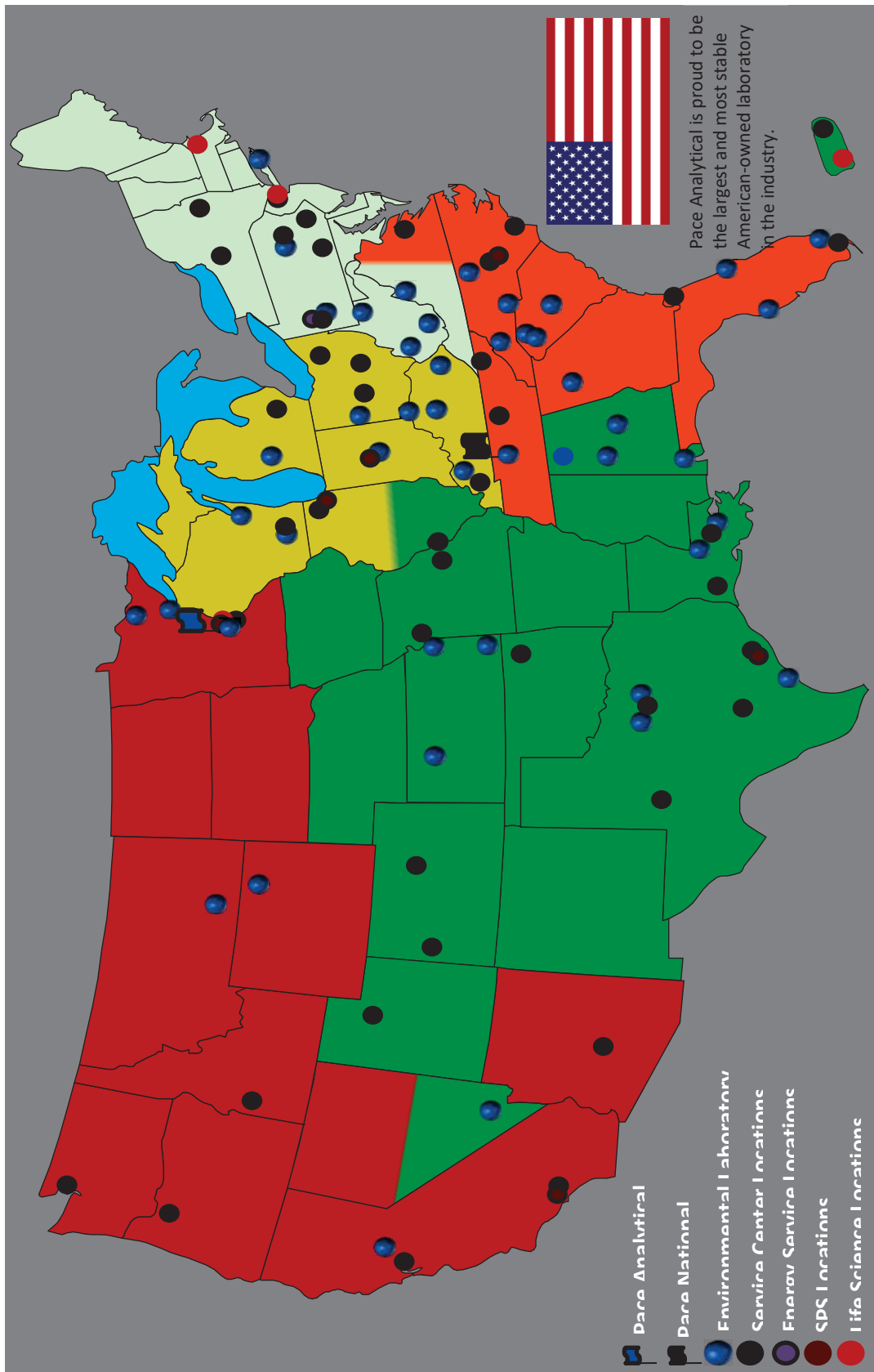
Our Management Team and Department Managers have on average at least 20 years of experience in the analytical testing arena, which gives us a clear understanding of how to work with clients like City of Ormond Beach with environmental needs in multiple disciplines.

Thanks in advance for your time and support of Pace Analytical Services and we look forward to continuing a long-term win-win relationship with the City of Ormond Beach. This proposal had been made without collusion with any other person or entity submitting a proposal pursuant to this ITB. Please do not hesitate to contact us if you have any further questions or needs. I am the main contact for this submittal and can be reached directly at 813-340-8100 and my email is Mike.Valder@pacelabs.com. Garrett Ervin is the authorized to negotiate on behalf of Pace Analytical Services for this contract. He is the General Manager for the Florida Operations and can be reached at 386-676-4839 direct and his email is Garrett.Ervin@pacelabs.com.

Below is a list of the Pace Florida Instrumentation:

- 25 Gas Chromatograph/Mass Spectrometer Systems
- 15 Gas Chromatograph Systems
- 5 High Pressure Liquid Chromatographs
- 2 Liquid Chromatograph-Mass Spectrometer/Mass Spectrometer Systems
- 3 Lachat Automated Analyzers
- 3 Inductively Coupled Plasma/Mass Spectrometer Systems
- 4 Inductively Coupled Plasma Systems
- 1 Mercury Analyzers
- 1 Low-level Mercury Analyzer
- 9 Ion Chromatographs
- 2 TOC Analyzers

The map on the next page shows the Pace locations of all our facilities.





Hydrosphere Research is a state and nationally recognized aquatic toxicity testing laboratory. We provide full bioassay laboratory resources that offer a wide array of services to private and public clients.

The following is a brief summary of our qualifications.

Certifications

- NELAC accredited aquatic toxicity testing and bioassay lab (first commercial bioassay lab in Florida to receive accreditation)

Customer Service

Hydrosphere Research has retained many of its clients since the lab's inception at CH2M Hill in 1986. We pride ourselves on providing unmatched customer service. Our SOQ contains a partial list of references. Please contact us for a list of references specific to your area or industry.

Services

Hydrosphere Research professionals assist clients in toxicity test design, sample collection, and other toxicity issues throughout the United States. This specialization has aided clients in the public and private sectors in determining the potential impact of project development and in the design of suitable alternatives.

Facilities

Hydrosphere Research's laboratory and office facilities are located in the [Progress Corporate Park](#) at 11842 Research Circle, Alachua, Florida, only minutes away from the University of Florida. We have divided our test facilities into separately lighted and climate-controlled sections to accommodate various test conditions or requirements. We also maintain an aquaculture facility separate from the testing labs for a wide range of fresh and saltwater cultures. We follow strict procedures for maintaining lab equipment and each machine or piece of equipment is available in at least duplicate. This helps us provide our clients quick turnaround time and avoid delays related to equipment. We also have an emergency generator installed to maintain our client's tests even during the most inclement weather. Our building and cold room environmental conditions are monitored remotely; should any event occur in our lab, the laboratory staff will be immediately notified.

Aquaculture

We culture all freshwater and most saltwater organisms required for routine toxicity testing. Hydrosphere has also developed innovative aquaculture techniques for the propagation of many species in both the bioassay, tropical fish and mariculture industries.

Personnel

Hydrosphere Research boasts a highly skilled roster of scientists, engineers and support staff. In addition, our location near one of the nation's leading research centers provides us with easy access to some of the industry's most talented assistance, allowing us the flexibility to increase or decrease staff size for special projects.

Facilities are staffed seven days a week, 365 days a year for toxicity test monitoring, toxicity test initiation, and organism culturing.

We invite you to visit our state-of-the-art facilities in the scientific community at Progress Corporate Park in North Central Florida. To schedule a tour or to find out more about our services and how Hydrosphere Research can help you meet today's environmental standards, call us at 866.375.9004 or use our .

Below is a summary of some our government work. The work we do for EPA dwarfs all of the other government work combined. These are in order or size/value of work we did and does not capture the work we do through a subcontractor (like the City of Ormond Beach).

Client	Type of Work
US Environmental Protection Agency	Acute & chronic fresh & saltwater studies. Product toxicity tests, algal toxicity studies, sediment bioassays
University of Florida/US Department of Defense	Sediment bioassays
JEA	Chronic freshwater studies, organisms sales
Flagler Beach	Chronic saltwater studies
City of Savannah	Acute saltwater & chronic freshwater studies.
St. Johns County	Acute freshwater, chronic freshwater & saltwater studies.
City of Chattahoochee	Chronic freshwater studies
Clay County Utility Authority	Acute freshwater & chronic saltwater studies
City of Tallahassee	Chronic freshwater & saltwater studies
City of Boca Raton	Chronic saltwater studies
Town of Orange Park	Chronic freshwater studies
City of Fernandina Beach	Chronic saltwater studies
City of Daytona Beach	Chronic freshwater studies
City of Neptune Beach	Chronic saltwater studies
Florida State Hospital	Chronic freshwater studies
City of Lakeland	Chronic freshwater studies
City of Jacksonville Beach	Chronic freshwater studies
City of Bradenton	Chronic freshwater studies
City of Jasper	Chronic freshwater studies
City of Hollywood	Acute Saltwater studies
City of Atlantic Beach	Chronic saltwater studies
City of Orlando	Chronic freshwater studies
City of St. Augustine	Chronic saltwater studies
Town of Callahan	Chronic freshwater studies
City of Rincon	Chronic freshwater studies

Town of Hastings	Acute & chronic freshwater studies
City of Starke	Chronic freshwater studies
City of Tybee Island	Chronic saltwater studies
City of Sanford	Acute freshwater studies
Camp Blanding	Acute freshwater studies
Putnam County	Acute freshwater studies
Town of Hilliard	Acute freshwater studies
Town of Macclenny	Chronic freshwater studies
City of Tarpon Springs	Acute freshwater studies
City of LaGrange	Chronic freshwater studies

ANALYTICAL SERVICES, INC. (ASI)

Microbiological Testing, Research and Consulting

Description of Lab:

1. PERSONNEL

- Harry Christman, Ph.D. -ASI Technical Director
 - Technical Lead – General Microbiology (*Legionella*)
 - PhD in Microbiology, 2011
 - BS in Microbiology, 2002
 - 19 years experience in commercial and academic laboratories
- Aimee Benjamin, Ph.D. -ASI Quality Assurance Officer
 - Technical Lead - *Cryptosporidium/Giardia*
 - USEPA/LT2 Principal Analyst
 - PhD in Animal Science in 2016
 - 5 years experience with *Cryptosporidium/Giardia*
- Roberto Rodriguez, PhD -ASI Senior Virologist
 - PhD Environmental Science, 2007
 - BS Microbiology, 1997
 - 13 years experience in commercial and academic laboratories
- Paul Warden
 - Vice President and Director of Operations
 - 30 years experience in commercial laboratory environment
 - Contact Person: pwarden@analyticalservices.com, 800-723-4432 x15

Analytical and Support Staff - Presently, ASI employs 12 people in our Williston, VT facility (10 scientists / microbiologists and 2 technicians). Four (4) staff perform EPA Method 1623.1 and two (2) of our Microbiologists are USEPA/LT2 Approved Principal Analysts for *Cryptosporidium* and *Giardia*, a third is a USEPA/LT2 Approved Analyst and the fourth is a Technician. This depth and expertise of our staff provides ASI redundancy to cover planned and unplanned staff absences, the flexibility to handle special projects and/or unscheduled work, as well as the ability to cross-train for redundancy/back-up.

In addition, ASI has been long committed to, and known for, outstanding client services. Our focus on client services functions, including front-end client interaction, work scheduling, shipping of supplies, sample receipt and log-in, and report preparation helps ensure seamless project execution. Sample collection kits are typically shipped three weeks in advance of the

scheduled sample collection date and any issues relative to samples received at ASI are quickly communicated to the client to allow timely resolution.

2. EXPERIENCE

Analytical Services, Inc. (ASI) is a full service environmental microbiology laboratory located in Williston, VT. Our primary business has been serving the public water supply industry with microbiological testing, research and consulting services for more than 25 years. ASI clients include state and local governmental entities, public water suppliers (public and private), corporations and engineering firms/consultants. ASI holds both state and municipal level monitoring contracts.

ASI is nationally recognized as an expert laboratory for protozoa analysis. Accordingly, we have been involved in numerous EPA-sponsored protozoa research projects, including the USEPA's multi-laboratory validations of EPA Method 1623.1 (2012), Method 1623 (1999) and Method 1622 (1998). ASI has analyzed more than 30,000 samples for the detection of *Cryptosporidium* and *Giardia* using EPA approved methods over more than 20 years.

Paul Warden
Vice President & Director of Operations
800.723.4432 x15
802.876.1339 Direct
pwarden@analyticalservices.com

ANALYTICAL SERVICES, INC.
130 Allen Brook Lane
Williston, VT 05495 USA
www.analyticalservices.com

BENCHMARK

EnviroAnalytical, Inc.



Benchmark EnviroAnalytical, Inc. Firm Profile

BenchmarkEA has 25 years of experience in analyzing water, soil and sediment. The laboratory is owner operated with thirty employees and two Florida locations, one in North Port / Port Charlotte and one in Palmetto. Both laboratories are NELAP certified and are operated by personnel having science degrees in chemistry or biology. The realm of certification includes organics, metals, inorganics, physical properties and microbiology. The complete list of certified analytes may be viewed at www.BenchmarkEA.com. BenchmarkEA is also certified by the Florida Office of Supplier Diversity as a minority Business Enterprise. BenchmarkEA's laboratory director has a Ph.D. in organic chemistry and is intimately familiar with the laboratory operations. The management team of supervisors and quality assurance officers works together to meet the company objective of providing "correct results the first time, on time".

Environmental analytical and field sampling experience includes surface water, storm water, groundwater and sediment / soil projects. Analytical project experience includes long term surface water studies for several watersheds and groundwater projects for drinking water production sites and large industrial sites. BenchmarkEA has extensive analytical experience with ASR wells and frequently associated RO treatment streams. BenchmarkEA has an excellent reporting system that provides timely accurate reports that can be tailored to client spreadsheet requirements. In addition, reports can be generated in aDaPT format or in a format uploadable to DEP STORET when required by compliance agency programs.

h. A list of four references who shall confirm instances of comparable testing performed for government agencies.

Organization Name: Volusia County
Address: 1990 Tomoka Farms Road
Address: Daytona Beach, FL 32114
Contact: Ms. Jennifer Stirk
Telephone: 386-947-2952
Email: jstirk@co.volusia.fl.us

Organization Name: Hillsborough County
Address: 9456 E. Columbus Drive
Address: Tampa, FL 33619
Contact: Ms. Sandra Fernandez-McCoin
Telephone: 813-27-5977
Email: fernandezsa@hillsboroughcounty.org

Organization Name: Miami-Dade Water and Sewer Division
Address: 8950 SW 232 Street
Address: Miami, FL 33190
Contact: Mr. Rolando Camilo
Telephone: 786-268-5631
Email: Rolando.Camilo@miamidade.gov

Organization Name: Brevard County
Address: 3630 N. Courtenay Parkway
Address: Merritt Island, FL 32753
Contact: Mr. David Dezman
Telephone: 321-455-1339
Email: David.Dezman@brevardcounty.us

i. The name and resume, including employment history with the company, for the senior staff individuals who will perform the testing.

**JEFF BAYLOR
SENIOR PROJECT MANAGER**

EDUCATION

B.S., Biology (Pennsylvania State University, 1996)

REGISTRATIONS

American Chemical Society

EXPERIENCE

Mr. Baylor has been a project manager for the laboratory since 2001 specializing in landfills, NPDES, drinking water, solid waste, and other State programs. His many years of service with the laboratory have given him a background that allows him to help clients with their site-specific work plans, applicable methodologies, turnaround time requirements, and project data quality objectives. In the capacity as Project Manager, Mr. Baylor provides his clients as the one point of contact for all their production and technical needs. He serves as a liaison between the client and the laboratory operations and currently serves a diverse group of clients, including many cities, counties, utilities, and consultants.

Prior to assuming the position of Project Manager, Mr. Baylor was the Supervisor of the laboratory's Biology Laboratory. He oversaw all areas of the department including the Microbiology and Toxicity sections. For the Microbiology section, he was in charge of the following: media preparation; quality control; detection and enumeration of densities of Fecal and total Coliforms, *Fecal Streptococcus*, *Enterococcus*, and heterotrophic bacteria. In 2002, he led the effort for ELAB to become EPA certified for testing for *Aeromonas* bacteria in drinking water under the Unregulated Contaminant Monitoring Rule (UCMR) program. For the toxicity section, he was responsible for organism breeding, quality control, freshwater and saltwater bioassays using EPA certified methods for both Acute and Chronic tests, and statistical evaluation of toxicity tests performed for client's NPDES permits.

Prior to this, Mr. Baylor supervised the Inorganic Department for several years after working as an analyst in the Metals and General Chemistry departments for six years. While in the General Chemistry department, he utilized gravimetric, potentiometric, titrimetric, and colorimetric approved methodologies to test samples of varied matrices including drinking water, ground water, surface water, waste water, solids, and sludges. He used a wide variety of instrumentation including manual and automated colorimetric analyzers, Ion Chromatograph, IR Chromatograph, and digestion/distillation apparatus. In the Metals department, he was responsible for all aspects of testing including digestion, analytical, and quality control. He is

proficient with the instrumentation used for the quantification of metallic elements such as flame and graphite furnace AA and cold vapor analysis of mercury.

During his tenure, Mr. Baylor help set up the Toxicity Characteristic Leaching Procedure methods now used by the laboratory for testing materials for clients under the RCRA program. He also supervised and conducted the setup and incubation of samples for Simulated Distribution Systems (SDS) and Biodegradable Organic Carbon (BDOC) analysis, which is related to the Information Collection Rule program.

GARRETT ERVIN

GENERAL MANAGER FLORIDA OPERATIONS

EDUCATION

B.A., Biology, Minor Geology (Western Michigan University, 1994)

EXPERIENCE

Mr. Ervin joined Pace Analytical in 2017 and is serving as the Operations Manager for the Ormond Beach Lab. He is responsible for the direction and coordination of the daily activities for 168 staff scientists, administrative personnel and service technicians at the company's Florida operations. He is responsible for maintaining project management oversight and direction in conjunction with corporate directives and goals, and he provides guidance and direction to the laboratory's Quality Assurance staff in conjunction with corporate goals, EPA guidelines, NELAC guidelines, and various other state and federal guidelines. He is responsible for ensuring that on-time commitments, quality requirements, safety requirements and all reporting requirements are met by the facility. Mr. Ervin is also responsible for daily management of facility, including management of all departments to meet hold times, provide data and deliver analytical reports on time. Mr. Ervin manages staff and ensures the quality of service, the technical competence of the staff and any productivity and technical expansion as well as responsible for technical leadership and the development of department staff.

Prior to assuming the position of Operations Manager, Mr. Ervin was the Operations Manager for KAR Laboratories, Inc. He started as a Field Technician and rapidly transitioned to Client Services where he was a Client Services Technician, followed by Project Manager to Client Services Manager. Mr. Ervin developed his knowledge of test procedures and management skills. This included learning SDWA testing requirements and regulations. This enabled him to lead KAR Laboratories to be involved with extensive Pb/Cu testing during the Flint MI Drinking Water crisis.

EDWARD OSGOOD
SEMIVOLATILES ENVIRONMENTAL MANAGER

EDUCATION

B.S. Chemistry (Rollins College, 2006)

RELEVANT EXPERIENCE

Mr. Osgood has been in the environmental industry since 2006 when he started working for ELAB, Inc. as part of the semivolatiles department. He joined Pace Analytical in 2008 and continued his work in the same department. In this role, Mr. Osgood was responsible for the evaluation and processing of client samples as well as instrumental troubleshooting and routine maintenance. As needed his responsibilities also included the development and establishment of in-house testing parameters for new methodology and instrument technology. Instrumental experience includes GC with ECD, FID, and NPD variances though he is predominantly proficient in GC-MS experience with testing in SW-846 methodology as well as drinking water and UCMR3 testing methods. He has also served as both the Safety and Hazardous Waste Officer within the laboratory ensuring compliance with all company, state, and federal regulations.

In July 2017 Mr. Osgood transitioned into the Quality Assurance Manager position and had the responsibility to ensure that the Quality Systems in the Ormond Beach laboratory of Pace Analytical Services, LLC. was fully implemented and followed in order for the laboratory to achieve established standards of quality. He provided guidance and direction to the laboratory in conjunction with corporate goals and guidelines set by the EPA, NELAC, and various other state and federal agencies. This included maintaining regulatory compliance, data validation, laboratory analytical protocols, quality assurance documentation and conformance to quality criteria. He aided the Senior Quality Assurance Manager as a liaison between Pace Analytical-Florida and state/federal regulatory agencies on quality control issues. Mr. Osgood also provided technical support to laboratory operations and clients regarding methodology and project QA/QC requirements and is responsible for performing internal performance audits as well as systems audits on a regular basis.

In January 2019 Mr. Osgood accepted the position as manager of the environmental section of the semivolatiles department. In this role his responsibilities include management of staff and departmental budgeting as well as data validation and review. Mr. Osgood is able to apply his years of technical experience towards method development as well as provide technical support for instrumentation.

TINA BUTTERMORE
SENIOR QUALITY MANAGER, FLORIDA

EDUCATION

M.S. in Pharmacy (University of Florida, 2005)

B.S. in Biochemistry and BS in Microbiology and Cell Science (University of Florida, 2003)

EXPERIENCE

Ms. Buttermore has the responsibility to ensure that the Quality Systems in place at Pace Analytical-Florida are fully implemented and followed in order for the laboratory to achieve established standards of quality. This includes maintaining regulatory compliance, data validation, laboratory analytical protocols, quality assurance documentation and conformance to quality criteria. He serves as a liaison between Pace Analytical-Florida and state/federal regulatory agencies on quality control issues. Ms. Buttermore provides technical support to laboratory operations and clients regarding methodology and project QA/QC requirements and is responsible for performing internal performance audits as well as systems audits on a regular basis.

Ms. Buttermore has eight years experience in the environmental industry in both the analytical and regulatory sectors. She joined Pace Analytical in 2011 as the Technical and Operations Manager for the South Florida operations. As Technical Director and Operations Manager for the South Florida facility of Pace Analytical Services, Ms Buttermore had direct management responsibility for over 20 employees covering client services, analytical services and field services. She has previously held the positions of Quality Assurance Director, Technical Director, and various section management and analyst positions within the laboratory specializing in metals analyses (including ICP-AES, ICP-MS, cold vapor AA) and microbiology and wet chemistry techniques. She has also performed the role of Compliance and Enforcement Officer for both the Florida Department of Environmental Protection and the Florida Department of Health.

TRISHA L. KELLY
Operations Manager

EDUCATION

B.S. Biology (Radford University, 2003)

RELEVANT EXPERIENCE

Ms. Kelly is responsible for day to day management of the entire laboratory to include semi-volatiles, volatiles, wet chemistry, metals, and extractions.

Ms. Kelly past responsibilities have included the direction and coordination of the daily activities of the Semi volatiles analysis area. Her technical background helps her minimize instrumental down times in her area, thus allowing for a consistent and continuous performance of analyses. In order to be able to maintain short turnaround times, she is responsible of maintaining communication with project management and her area's analysts, making sure of the efficient scheduling of the workload. She is also responsible for maintaining her area is validated in accordance with the directives of the QA office, as well as within EPA guidelines, NELAC guidelines, and various other state and federal guidelines.

Since the beginning of her career, Ms. Kelly has advanced quickly in the laboratories she has worked, thanks to her talent, eagerness to learn new methods, and troubleshooting abilities. Her analytical and technical knowledge has made her a source of information for her peers. Her ambitious nature has made her very willing to accept new and specialized projects which may require planning and organization.

Ms. Kelly's 16 years of environmental analytical laboratory experience includes work as an analyst in Wet Chemistry and Microbiology, Inorganic manager, Semi volatiles manager and now Operations manager. She is knowledgeable and proficient in a number of analytical protocols and methods.

BRIAN MARK RUSLER
TECHNICAL DIRECTOR

EDUCATION

BS Chemistry (University of Central Florida, 1989)

REGISTRATONS

American Chemical Society

ACS divisional Affiliations in Environmental Chemistry, Organic Chemistry and chemistry and Law.

Central Florida Officials Association

FHSAA – Florida High School Athletic Association – Referee Monsanto Fellow

EXPERIENCE

Mr. Rusler joined Pace Analytical Services in 2017. He is currently serving as the Technical Director. He is responsible for maintaining close supervision of daily work activities and data production for Semi-Volatiles and Volatiles Departments. His job duties include

- Responsible for ensuring analytical data quality objectives are met
- Expand the analytical capabilities of the laboratory
- Added new methods, micro extraction and SPE
- Maintenance of all analytical instruments used in the laboratory
- Troubleshoot instrument / method problems and resolution
- Maintain close contact with project managers and sales team
- Develop UCMR methods

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ERIC J. BATTISTA
QUALITY MANAGER – TAMPA LABORATORY

EDUCATION

B.S. Chemistry- Clemson University (1997)

RELEVANT EXPERIENCE

Mr. Battista has over 10 years experience as a laboratory analyst, several years as a Project Manager, as well as over 3 years as a Quality Manager. He has working knowledge and established proficiency in a number of analytical procedures, with a primary emphasis in wet chemistry methodology. His experience includes a wide variety of gravimetric, colorimetric, and ion chromatography methods drafted by EPA and Standard Methods, using Discrete Auto Analyzers, Ion Chromatography, and FIA systems. In addition to his wet chemistry experience, he has worked extensively with HPLC-UV, HPLC-FLUOR, and GC-FID systems for a variety of EPA and FLDEP methods. As a Project Manager, he served as the primary liaison between customers and operations through the daily coordination of activities including overseeing sample logins, maintaining customer records, and assuring that final reports are sent to the customers. As a Quality Manager, he has the responsibility and authority for ensuring that the management system related to quality is implemented and followed at all times for the Florida laboratories. His responsibilities include, but are not limited to, document management and distribution, training file maintenance, internal/external on-site assessments, and laboratory data review.

Mr. Battista has worked within a number of areas in the environmental industry, including: Radiochemistry, Wet Chemistry, Metals, and Semi-volatile Organics. His client exposure spans many different types of projects, including groundwater monitoring, site assessments, site remediation, and drinking water monitoring under AFCEE, CLP, RCRA, and CWA/NPDES.



MEGAN STACY
CLIENT SERVICE SUPERVISOR-ORMOND BEACH

EDUCATION

High School Diploma
Daytona State College

EXPERIENCE

Ms. Stacy joined Pace Analytical Services in 2014. Ms. Stacy is responsible for the direction and coordination of the daily staff and activities in the Sample Receiving department in Ormond Beach. Her job duties include: primary point of contact for Project Managers and Sample Receiving, the daily triaging incoming client samples, work closely with the lab to priorities Short Holds/Rushes, logging in samples in a timely manner, subcontracting samples, and managing the day to day operations of the Sample Receiving Department.

HAZEL ARANDA
METALS SUPERVISOR

EDUCATION

B.S., Biology, (University of Central Florida, 2006)

EXPERIENCE

Ms. Aranda joined Pace Analytical Services in 2008. She is currently serving as the Metals Supervisor. She is responsible for the daily management of the metals department. Her job duties include: Planning, coordinating, and directing operations of the department to meet holding times, provide data of appropriate quality, and to deliver analytical reports on time.

Prior to assuming the position of Metals Supervisor with Pace in 2014, Ms. Aranda worked in both the Wet Chemistry and Metals departments on the analytical bench. She is knowledgeable and proficient in a number of analytical protocols, including: ICP, ICP-MS, CVAA instrumentation, IC, Lachat, and UV-Vis.

EDWARD MANEN
ORGANIC EXTRACTION SUPERVISOR

EDUCATION

A.S., Forensic Science (Daytona State College, 2011)

EXPERIENCE

Mr. Manen joined Pace Analytical Services in 2016. He is currently serving as the supervisor for the Organic Extraction Department. He is responsible for the extraction department's output of work as well as the coordination of work with the Semi-Volatiles Department, communication between the lab and management, resolving issues of problematic methods/analytes within the department, adding new extraction procedures to the department, and maintaining inventory for his department. In addition, he is also responsible for extracting 8270D, 8141, 8081, 8082, 608.3 and 8151A waters and 8270, PRO, 8081, 8082 and 8141 soils.

SIEGA KANEYAMA
SUPERVISOR VOLATILE GROUP

Education BS Business Management University of Phoenix AZ 2011

Experience Seiga Kaneyama joined Pace Analytical Services in 2008. She is currently serving as the Supervisor of the Volatile Group. She is responsible for the day to management of four employees. Her job duties include:

- Manage costs and project workload within the group
- Review and validate data as needed
- Maintain instrumentation
- Train analysts in use of instrumentation
- Oversee and enforce safety policies

Previous Experience

Prior to joining Pace, Seiga Kaneyama worked at Elab Inc. Her job duties included:

- Extracting and concentrating samples
- Metals prep work
- Running Mercury analyzer

Instrumentation

Agilent Technology 5973, 5975
Centurion Autosamplers
EST Evolution concentrators

Methods

SW8260B, D, 200.7, 200.8, 524.2, 624.1, 1311, 1312, 6010, 6020

ADAM SMITH
WET CHEMISTRY / MICROBIOLOGY SUPERVISOR

EDUCATION

Seabreeze High School, 2006

EXPERIENCE

Mr. Smith joined Pace Analytical Services in 2006. He is currently serving as the Wet Chemistry / Microbiology Supervisor. He is responsible for providing or overseeing the analysis, administration and oversight of lab, services, or testing policies, programs and practices; provides feedback and direction, and guidance to employees and management, using professional and technical knowledge of environmental, biological, chemical, and related areas. His job duties include:

- Supervises staff including hiring, training, evaluating performance, and performance management.
- Oversees and supervises broad areas of the operations, such testing, scheduling, inventories, services, communication and general coordination of the lab and services.

Instrumentation/methodologies: Titrations, gravimetric, total organic carbon, biological oxygen demand, UV, distillations as well as many probe-based methods.

ANALYTICAL SERVICES, INC. (ASI)

Microbiological Testing, Research and Consulting

Aimee Benjamin, Ph.D.

Education:

University of Vermont
Ph. D. Animal Science, May 2016

Cornell University
B.S. Animal Science, May 2005

SUNY Cobleskill
B.S. Animal Science, May 2003

Major Areas of Expertise:

EPA methods 1623 and 1623.1 for detection of *Giardia* and *Cryptosporidium*
General Cell Culture

Summary of Experience:

Ms. Benjamin was a graduate student at the University of Vermont prior to coming to ASI. Her research focused on the immune response to bacterial infections in dairy cattle. She presented this research at several professional conferences and received 3rd place for an oral presentation in 2012.

Currently, Dr. Benjamin works as ASI's Protozoa Area Coordinator and EPA/LT2 Principal Analyst, as well as a Staff Microbiologist, performing analysis for 1623, 1623.1 and 1693. In addition, Dr. Benjamin serves as ASI's QA Officer and has trained on virus isolation and detection from water and solid samples using cell culture techniques.

Professional Experience:

Analytical Services Inc., Williston, VT (July 2016 – Present)

Protozoa Area Coordinator / QA officer / EPA-LT2 Principal Analyst / Staff Microbiologist

Responsibilities:

US EPA / LT2 approved Principal Analyst for EPA methods 1623 and 1623.1 for detection of *Giardia* and *Cryptosporidium*

Management and implementation of ASI QA Program (direct report to President of ASI)

General Cell Culture

Virus Isolation and Basic Virology

University of Vermont, Burlington, VT (May 2010 - May 2016)

Graduate Student

Responsibilities:

Primary Cell Isolation and Culturing
Cell Challenge Studies
Gene Expression and Protein Analysis
DNA/RNA extraction
Teaching Undergraduate Students

Presentations:

“Effects of an early-life LPS challenge on a subsequent LPS challenge in Holstein bull calves.” **A Benjamin**, F Korkmaz, T Elsasser, and D Kerr. ADSA-ASAS Joint Annual Meeting, Orlando, FL July 2015

“Investigating innate immune response differences between Angus and Holstein cattle with the dermal fibroblast model.” **A Benjamin**, W Weber, S McKay, B Crooker, and D Kerr. ADSA-ASAS Joint Annual Meeting, Kansas City, MO July 2014

“Use of dermal fibroblasts to predict the innate immune response to bovine mastitis.” **A Benjamin** and D Kerr. Conference for Research Workers in Animal Disease, Chicago, IL, December 2012

“Variations within the innate immune pathways are not associated with selection for milk production.” **A Benjamin**, B Green, and D Kerr. Mastitis Research Workers Conference, Chicago, IL, November 2011

Publications:

Neonatal LPS exposure does not diminish the innate immune response towards a subsequent LPS challenge in Holstein bull calves. **A. Benjamin**, F. Korkmaz, T. Elsasser, and D. Kerr. *Journal of Dairy Science*. 2016. 99: 1-14.

Differential responsiveness of Holstein and Angus dermal fibroblasts to LPS challenge occurs without major differences in the methylome. **A. Benjamin**, B. Green, B. Crooker, S. McKay, and D. Kerr. *BMC Genomics*. 2016. 17(1):258.

Cow-to-cow variation in fibroblast response to a toll-like receptor 2/6 agonist and its relation to mastitis caused by intramammary challenge with *Staphylococcus aureus*. **A Benjamin**, B Green, L Hayden, J Barlow, and D Kerr. *Journal of Dairy Science*. 2015. 98(3): 1836-50.

Between-cow variation in dermal fibroblast response to lipopolysaccharide reflected in resolution of inflammation during *Escherichia coli* mastitis. S Kandasamy, B Green, **A Benjamin**, and D Kerr. *Journal of Dairy Science* December 2011 (5963-75)

BENCHMARK

EnviroAnalytical, Inc.



Resumé
Dale D. Dixon
Laboratory Director, BenchmarkEA

Dr. Dixon is BenchmarkEA's Laboratory Director and is responsible for laboratories in North Port and Palmetto. As a company co-founder he has led the company from one employee twenty-four years ago to thirty employees currently. During this period, the laboratory operation has changed from initially a predominantly manual mode to a highly automated operation for both analyses and processing generated data. Because of his first-hand experience in this development, Dr. Dixon is intimately familiar with all facets of the environmental laboratory. He has emphasized utilization of up-to-date analytical instruments and automated reporting uploadable to client systems. Under Dr. Dixon's direction the company has grown to a current clientele base that includes industrial, mining, engineering and governmental markets.

Dr. Dixon has 25 years of experience managing all aspects of environmental analyses and sample collection in the field. His experience background includes managing long term surface water studies and groundwater projects for drinking water production sites such as ASR wells with RO systems and groundwater monitoring for large industrial facilities. During the years of operation he has developed numerous relationships with engineering firms and governmental agencies.

Dr. Dixon has extensive laboratory management experience including the areas of organic chemistry, polymer chemistry, catalytic chemistry and analytical chemistry. Prior to the founding of BenchmarkEA, he managed industrial chemical research at Air Products and Chemicals, Inc. Achievements include being named as an inventor on forty-four patents and as an author on twenty-three technical publications. His work won the IR-100 award from Industrial Research Magazine for having one of the one hundred most important inventions for 1978.

Dr. Dixon received a Ph.D. degree in organic chemistry from Oregon State University.

Peter R. Meyer
Hydrosphere Research
1049 NE 9th Ave
Gainesville, FL 32601

WORK EXPERIENCE

Laboratory Manager, Hydrosphere Research 1995-Present

Responsible for overall laboratory operations including but not limited to developing and implementing standard operation procedures, training all laboratory personnel, development and documentation of new and existing test methods, and all aquaculture activities.

Responsible for all testing including routine fresh and saltwater toxicity tests, algal toxicity tests, toxicity identification and reduction evaluation studies, sediment toxicity tests, soil toxicity tests and product toxicity tests.

Conduct an extensive number of acute, chronic and algal toxicity tests including both freshwater and marine species and both static and flow-through test design. Familiar with requirements for Biomonitoring Effluents Programs under EPA's National Pollutant Discharge Elimination System (NPDES).

Laboratory Manager, CH2M Hill 1989-1995

Previously employed in CH2M Hill's Gainesville bioassay laboratory for six years.

RESEARCH

Participated in research project funded by Water Environment Research Foundation and the Environmental Protection Agency titled *Assessment of the Occurrence and Ecological Significance of Endocrine Disrupting Chemicals in Watersheds*. This project has focused on developing a battery of test methods for the occurrence of hormonal activity. These test methods include laboratory fish studies, flow-through fish studies, field studies, and development of the YES Assay, a gene expression assay for detecting the presence estrogen related compounds.

ANALYTICAL EXPERIENCE

Toxicity Bioassays	Biological Culturing	Water analysis
Enzymatic assays	Wastewater analysis	Algal cultures
Algal Assays	Endocrine Assays	TIE/TRE

EDUCATION

University of Florida, Bachelor of Science-Zoology. 1989

PUBLICATIONS

Poster titled "Comparison of Laboratory Generated Photographs and EPA Illustrations of *Mysidopsis bahia*." Presented at SETAC 1994

j. Documentation which establishes the length of time in business in the State of Florida (at least 4 years required)

Pace has been operating labs in Florida since the early 2008 as Pace Analytical Service, Inc. and in October 1, 2016 had a name change to Pace Analytical Services, LLC.

The remainder of this page is left blank.

State of Florida

Department of State

I certify from the records of this office that PACE ANALYTICAL SERVICES, LLC is a Minnesota limited liability company authorized to transact business in the State of Florida, qualified on December 23, 2016.

The document number of this limited liability company is M16000010338.

I further certify that said limited liability company has paid all fees due this office through December 31, 2019, that its most recent annual report was filed on March 20, 2019, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Seventeenth day of January,
2020*



Randy R. Lee
Secretary of State

Tracking Number: 2689673760CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



1800 Elm Street SE
Minneapolis, MN 55414
(612) 607-6400

October 18, 2016

This letter is to inform you that Pace Analytical Services, Inc. is now Pace Analytical Services, LLC. On October 1, 2016, Steve Vanderboom, CEO, brought in a new business partner. Our leadership structure, staff, strategy and approach to working with clients and vendors remains the same. We will continue to offer our clients the best analytical services in the industry.

Please note, Pace's Federal ID number remains the same: 41-1821617.

If you have any questions, please feel free to contact:

Mike Prasch, CFO - Michael.Prasch@pacelabs.com

Stacy McClintock, Controller - Stacy.McClintock@pacelabs.com

Thank you.

A handwritten signature in black ink that reads "Michael Prasch".

Michael Prasch, CFO
Pace Analytical Services, LLC

State of Florida

Department of State

I certify from the records of this office that PACE ANALYTICAL SERVICES, INC. is a Minnesota corporation authorized to transact business in the State of Florida, qualified on July 29, 2008.

The document number of this corporation is F08000003333.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on January 8, 2014, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of June, 2014*



Ken Detjen
Secretary of State

Authentication ID: CU2558940882

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>

14-09588

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: \$72.50
Valid 1/02/14 - 9/30/14

Classification	Comments/Restrictions	Location / Phone
LABORATORIES -SCIENTIFIC &/OR INDUSTRI		8 E TOWER CIR (386) 676-4802
PACE ANALYTICAL SERVICES, INC. 8 EAST TOWER CIRCLE ORMOND BEACH FL 32174		

BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

2013/ 2014

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938



Receipt # 199402080007 Expires: September 30, 2014
Business Location: 8 E TOWER CIR

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

BUSINESS TYPE	CODE	COUNT	TAX
Business Service State Lic Req	472	70	\$150.00
Hazardous Waste Fee	820		\$36.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 - 386-736-5938

DATE PAID: 07/31/2013

PAYMENT Lockbox-12-00098855
RECEIPT #:

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

TOTAL TAX: 186.00

PENALTY: 0.00

TOTAL PAID: 186.00

Receipt # 199402080007 Expires: September 30, 2014
Business Location: 8 E TOWER CIR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.

Pace has not been removed from a contract due to failure to provide accurate testing results.

Appendix A – City of Ormond Beach bid forms and additional information.

The remainder of this page is left blank.



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **LABORATORY TESTING SERVICES**

BID NUMBER: **2020-23**

BID OPENING DATE & TIME: **June 10, 2020 at 2:00 PM**

BID OPENING LOCATION: **1st Floor Training Room, Ormond Beach City Hall, 22 S. Beach Street, Ormond Beach, Florida**

PRE-BID MEETING DATE & TIME: **May 26, 2020 at 11:00 AM**

PRE-BID MEETING LOCATION: **Public Works Training Room, 501 Orchard Street, Ormond Beach, FL 32174**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Pace Analytical Services, LLC

BIDDER'S MAILING ADDRESS: 8 East Tower Circle

CITY-STATE-ZIP: Ormond Beach, FL 32174

F.E.I.N.: 41-1821617

PHONE NUMBER: 386-672-5668

EMAIL: Garrett.Ervin@pacelabs.com

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid 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 Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

X

AUTHORIZED SIGNATURE (MANUAL)

Garrett Ervin

NAME (TYPED)

General Manager

TITLE

6/10/2020

DATED

BID RESPONSE FORM

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174
Phone: (386) 676-3223

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

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.

BIDDER accepts all of the terms and conditions of the General Conditions. BIDDER will sign the Agreement (Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

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

BIDDER has examined copies of all the Bid Documents and of the following Addenda:

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>6/2/2020</u>	<u>1</u>
<u>6/4/2020</u>	<u>2</u>
<u>6/9/2020</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

BIDDER has examined the site and locality where the Work is to be performed, when applicable, 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.

BID RESPONSE FORM
(continued)

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 the CITY.

THIS BID IS SUBMITTED BY:

COMPANY NAME: Pace Analytical Services, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

ADDRESS: 8 East Tower Circle
Ormond Beach, FL 32174

PHONE NO.: 386-672-5668 EMAIL: Garrett.Ervin@pacelabs.com

SUBMITTER'S NAME: Garrett Ervin
(Typed or Printed in Ink)

TITLE: General Manager

AUTHORIZED SIGNATURE: I,  hereby
(Original Signature)

declare that I have read and fully understand the Invitation to Bid, including the General Conditions, Specifications and Drawings (when applicable) and that I am duly authorized to sign and submit this bid.

The CITY reserves the right to reject any and all bids, to waive informalities, and to accept any bid or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

City of Ormond Beach
LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

The BIDDER will fill in the MDL listed on the bid sheets and complete the Work, as described herein, for the following price(s):

Reuse Effluent Analysis

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Primary & Secondary Drinking Water Standards, including: 504.1,508.1	Various	ww	3	\$ 976.50	\$2,929.50
515.3, 524.2,Hg,As,Ba,Cd,Cr,Cu, Fe, Mn,Ag,Na,Zn,An,Pb,Se,Cl,F,NO3, SO4,MBAS,pH,TDS,Radium 226/228,Gross Alpha	SEE PERMIT				
Effluent Analysis Subtotal				\$ 2,929.50	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn, Oil & Grease (hexane method)	200.7	ww		5	\$ 70.00	\$ 350.00
Cyanide	335.3	WW	0.005 mg/L	5	\$ 18.00	\$ 90.00
Mercury	1631E	WW	0.25 ng/L	5	\$ 55.00	\$ 275.00
TSS	160.1	WW	1 mg/L	5	\$ 7.00	\$ 35.00
BOD	405.1	WW	2 mg/L	5	\$ 13.00	\$ 65.00
TTO (including:624,625,608)	Various	WW		5	\$ 205.00	\$ 1,025.00
Pre Treatment Subtotal					\$ 1,840.00	

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent and Influent (including: 608, 624,625,Cyanide,phenolics, Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni, Se,Ag,Tl,Zn, Oil & Grease	Various	WW		2	\$ 337.00	\$ 674.00
	SEE PERMIT					
503 Sludge	Various	WW		4	\$ 91.00	\$ 364.00
Cryptosporidium and Giardia	1623	WW	*see bottom of page	1	\$ 700.00	\$ 700.00
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW	N/A	2	\$ 2,800.00	\$ 5,600.00
Low Level Mercury	1631E	WW	0.25 ng/L	2	\$ 55.00	\$ 110.00
Sampling Disposal Fee for Mercury		WW		2	\$ 5.00	\$ 10.00
Nickel	200.8	WW	0.62 ug/L	12	\$ 4.50	\$ 54.00
Copper	200.8	WW	0.93 ug/L	12	\$ 4.50	\$ 54.00
Dichlorobromomethane	524.2	WW	0.25 ug/L	12	\$ 25.00	\$ 300.00
Zinc	200.8	WW	4.29 ug/L	12	\$ 4.50	\$ 54.00
Sodium	200.7	WW	273 ug/L	52	\$ 3.50	\$ 182.00
Magnesium	200.7	WW	84 ug/L	52	\$ 3.50	\$ 182.00
Calcium	200.7	WW	64.1 ug/L	52	\$ 3.50	\$ 182.00
Chloride	300.0	WW	2.5 mg/L	52	\$ 6.00	\$ 312.00
TDS	2540C	WW	5 mg/L	52	\$ 8.00	\$ 416.00
Fluoride	300.0	WW	0.0146 mg/L	52	\$ 6.00	\$ 312.00
CBOD	SM5210B	WW	2 mg/L	540	\$ 13.00	\$ 7,020.00
TSS	2540D	WW	1 mg/L	644	\$ 7.00	\$ 4,508.00
TKN	351.2	WW	0.086 mg/L	540	\$ 12.00	\$ 6,480.00
NOX	353.2	WW	0.033 mg/L	260	\$ 6.00	\$ 1,560.00
TP	365.4	WW	0.05 mg/L	520	\$ 9.00	\$ 4,680.00
Enterococci	Enterolert/ Quant-tray	WW	1 MPN/100ml	260	\$ 8.00	\$ 2,080.00
Fecal Coliform	SM9222D	WW	1 CFU/100ml	365	\$ 8.00	\$ 2,920.00
Fecal Coliform Additional Costs for Weekend Work		WW	1 CFU/100ml	104	\$ 16.00	\$1,664.00
Wastewater Subtotal						\$ 40,418.00

* = 1 microorganism/unit weight or volume analyzed

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
503.13 Sludge Rule (including:	Various	sludge	4	\$ 82.00	\$ 328.00
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				\$ 328.00	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW	272.7 ug/L	28	\$ 3.50	\$ 98.00
TDS	160.1	GW	5 mg/L	28	\$ 8.00	\$ 224.00
Fecal	SM9222D	GW	1 CFU/100ml	28	\$ 8.00	\$ 224.00
Turbidity	180.1	GW	0.2 NTU	28	\$ 5.00	\$ 140.00
pH	150.1	GW	0.1 SU	28	\$ 4.00	\$ 112.00
Cl	300.0	GW	2.5 mg/L	28	\$ 6.00	\$ 168.00
Nitrates	300.0	GW	0.025 mg/L	28	\$ 6.00	\$ 168.00
SO4	300.0	GW	2.5 mg/L	28	\$ 6.00	\$ 168.00
TTHM	524.2	GW	0.32 ug/L	28	\$ 25.00	\$ 700.00
Bis (2-ethylhexyl) phthalate	525	GW	0.5 ug/L	28	\$ 95.00	\$ 2,660.00
Groundwater Subtotal					\$ 4,662.00	

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W	0.0146 mg/L	12	\$ 6.00	\$ 72.00
HAA5	552.1	W	0.9 ug/L	4	\$ 45.00	\$ 180.00
Lead and Copper	200.8	W	0.22/0.93 ug/L	37	\$ 9.00	\$ 333.00
Nitrate/Nitrite	300.0	W	0.033 mg/L	1	\$ 6.00	\$ 6.00
Nitrite	300.0	W	0.025 mg/L	1	\$ 6.00	\$ 6.00
Ortho-phosphorous	300.0	W	0.0038 mg/L	12	\$ 6.00	\$ 72.00
pH	150.1	W	0.1 SU	2	\$ 4.00	\$ 8.00
Total Coliforms	SM9223B or SM9222B	W	1 CFU/100ml	900	\$ 8.00	\$ 7,200.00
Total Cyanide	335.3/9012	W	0.005 mg/L	1	\$ 18.00	\$ 18.00
Total Organic Carbon	SM5310B	W	0.5 mg/L	50	\$ 13.00	\$ 650.00
Thallium	200.9	W	0.292 ug/L	1	\$ 30.00	\$ 30.00
TTHM	524.2	W	0.32 ug/L	6	\$ 25.00	\$ 150.00
Gross Alpha	900.0	W	3 pCi/L	1	\$ 30.00	\$ 30.00
Radium 226	903.1	W	1 pCi/L	1	\$ 55.00	\$ 55.00
Radium 228	903.1	W	1 pCi/L	1	\$ 55.00	\$ 55.00
Endothall	548.1	W	3.33 ug/L	1	\$ 55.00	\$ 55.00
Glyphosate	547	W	4.23 Ug/L	1	\$ 45.00	\$ 45.00
Dioxin	1613	W	2.25 pg/L	1	\$ 195.00	\$ 195.00
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	\$ 91.50	\$ 91.50
Secondary Inorganics	various	W		1	\$ 92.00	\$ 92.00
Regulated SOCs	various	W		1	\$ 628.00	\$ 628.00
Regulated VOCs	various	W		1	\$ 45.00	\$ 45.00
Mercury	7471	W	0.004 mg/kg	1	\$ 12.00	\$ 12.00
Dissolved Oxygen	360.1	W	1 mg/L	1	\$ 6.00	\$ 6.00
Water Subtotal					\$ 10,034.50	

Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	W	64.1 ug/L	16	\$ 3.50	\$ 56.00
Magnesium	200.7	W	84 ug/L	16	\$ 3.50	\$ 56.00
Sodium	200.7	W	272 ug/L	16	\$ 3.50	\$ 56.00
Potassium	200.7	W	150 ug/L	16	\$ 3.50	\$ 56.00
Iron	200.7	W	9.2 ug/L	16	\$ 3.50	\$ 56.00
Chlorides	300.0	W	2.5 mg/L	61	\$ 6.00	\$ 366.00
Sulfate	300.0	W	2.5 mg/L	16	\$ 6.00	\$ 96.00
Total Dissolved Solids	160.1	W	5 mg/L	16	\$ 8.00	\$ 128.00
Conductivity	120.1	W	2 umhos/cm	16	\$ 5.00	\$ 80.00
Alkalinity Bicarbonate	SM2320	W	5 mg/L	16	\$ 8.00	\$ 128.00
Alkalinity Carbonate	SM2320	W	5 mg/L	16	\$ 8.00	\$ 128.00
CUP Water Subtotal						\$ 1,206.00

Occasionally it may be necessary to receive sample results before the normal turn around time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

<u>Turnaround Time</u>	<u>RUSH SURCHARGES</u>
6-7 Working Days	25 % markup
5 Working Days	37.5 % markup
4 Working Days	50 % markup
3 Working Days	75 % markup
1-2 Working Days	100 % markup

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT \$ 61,418.00

(Figures)

Sixty-One Thousand Four-Hundred Eighteen Dollars and 00/100

(Words)

SUBCONTRACTORS LIST

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 will result in the Bid being rejected as incomplete and nonresponsive. If more than one subcontractor is listed, selection will be made by the OWNER.

Subcontractors:

Work Classification: Laboratory Services - Giardia/Cryptosporidium

Name: Analytical Services, Inc.

Address: 130 Allen Brook Lane, Williston, VT 05494

Phone Number: 802-876-1339 Fax Number: _____

Work Classification: Laboratory Services - Bioassay

Name: Hydrosphere Research

Address: 11842 research Circle, Alachua, FL 32615

Phone Number: 386-462-7889 Fax Number: _____

Work Classification: Laboratory Services - 200.9 Thallium

Name: Benchmark EA

Address: 1711 12th Street East, Palmetto, FL 34221

Phone Number: 941-723-9986 Fax Number: _____

City of Ormond Beach
LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ [X] 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.
- ☒ [X] 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.

Pace Analytical Services, LLC
COMPANY NAME

Garrett Ervin
AUTHORIZED SIGNATURE

Garrett Ervin
NAME (PRINT OR TYPE)

General Manager
TITLE

CITY OF ORMOND BEACH
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BID: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids 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:

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.

Pace Analytical Services, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Garrett Ervin

NAME (PRINT OR TYPE)

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.



Local Vendor Affidavit of Eligibility

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

- 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.
- My company holds any business (occupational) or contractor license required by the City of Ormond Beach at least one year prior to bid opening.
- Payment of business tax and real property tax due to the City of Ormond Beach is current
- My company is in compliance with annual reporting to the Florida Division of Corporations

Company Name: Pace Analytical Services, LLC

Address: 8 East Tower Circle, Ormond Beach, FL 32174

Business or Contractor License Number: 20-28125

Phone Number: 386-672-5668 Fax Number: 386-672-5828

Owner's Name: Garrett Ervin Signature: Garrett Ervin

Sworn to before me this 10th day of June

Notary Public for the State of FL My Commission Expires 5/23/23

Notary Public Signature: Kendra N. Price Printed Name: Kendra N. Price

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: _____



Kendra N. Price
Comm. #GG338253
Expires: May 23, 2023
Bonded Thru Aaron Notar

**Attention commercial locations, the following certification
applies to all new and renewed business tax receipts:**

I certify under oath with a penalty of perjury, that all of the information contained herein is true and correct. If any portion is found to be false or misrepresented, such fact may be just cause for immediate revocation of any business tax receipt/registration issued to me and may subject me to prosecution. I acknowledge that the issuance of this business tax receipt is contingent upon complying with the building and fire prevention requirements of the City. I consent to inspection of the property by the City at any time between 9:00 a.m. and 5:00 p.m. Inspections will be performed, and should deficiencies be found that are in conflict with the City code, I understand that the City will not issue the business tax receipt until I (or the owner of the building, if leased) make the required corrections. I understand that should corrections be necessary, I am not permitted to operate this business until those corrections have been made. It is further understood that I must comply with the code of the City of Ormond Beach and failure to correct conditions which are in violation is punished under the code or sufficient cause for revocation of my business tax receipt/registration. I understand that if I engage in a business under a fictitious name, I must comply with the fictitious name statute.

20-28125

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or btonline@ormondbeach.org

Fee: \$72.50
Valid 9/30/19 - 9/30/20

Classification	Comments/Restrictions	Location / Phone
LABORATORIES -SCIENTIFIC &/OR INDUSTRI		8 E TOWER CIR (386) 676-4802
PACE ANALYTICAL SERVICES, LLC 8 EAST TOWER CIRCLE ORMOND BEACH FL 32174		



BUSINESS TAX RECEIPT

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so.

2020 FOREIGN LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# M16000010338

Entity Name: PACE ANALYTICAL SERVICES, LLC

Current Principal Place of Business:

1800 ELM STREET SE
MINNEAPOLIS, MN 55414-2500

Current Mailing Address:

1800 ELM STREET SE
MINNEAPOLIS, MN 55414 US

FEI Number: 41-1821617

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

C T CORPORATION SYSTEM
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Authorized Person(s) Detail :

Title MEMBER
Name PAS PARENT, INC.
Address 10877 WILSHIRE BLVD, SUITE 2100
City-State-Zip: LOS ANGELES CA 90024

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 605, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: PAS PARENT, INC.

MEMBER

03/20/2020

Electronic Signature of Signing Authorized Person(s) Detail

Date

2019/ 2020

Volusia County Business Tax Receipt

Issued pursuant to F.S. 205 and Volusia County Code of Ordinances Chapter 114-1 by:
Volusia County Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938



Account # 199402080007 Expires: September 30, 2020
Business Location: 8 E TOWER CIR

Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service State Lic Req	E83079	472	70	\$150.00
Hazardous Waste Fee		820		\$39.00

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

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

Volusia County Business Tax Receipt

Revenue Division - 123 W Indiana Ave, Room 103, DeLand, FL 32720 – (386) 736-5938

DATE PAID: 09/27/2019
RECEIPT #: BT 1-18-0007591
TOTAL TAX: 189.00
PENALTY: 0.00
TOTAL PAID: 189.00



Business Name: PACE ANALYTICAL SERVICES INC
Owner Name: PACE ANALYTICAL SERVICES INC
Mailing Address: 8 E TOWER CIR
ORMOND BEACH, FL 32174



Account # 199402080007 Expires: September 30, 2020
Business Location: 8 E TOWER CIR

PLEASE DETACH THIS PORTION OF THE BUSINESS TAX RECEIPT FOR YOUR RECORDS

Pace Analytical Services, LLC
14506 COUNTY OF VOLUSIA

1125829809

Check Number: 0405227
Date: 12/27/2019

Invoice Number	Date	Voucher Number	Description	Amount	Discount	Paid Amount
421802000610DEC19	12/24/2019	VCH00000001001606	ORMOND BCH REAL ESTAT	\$24,827.30	\$0.00	\$24,827.30

TOTALS: \$24,827.30 \$0.00 \$24,827.30

Pace Analytical Services, LLC
14506 COUNTY OF VOLUSIA

1125829809

Check Number: 0405227
Date: 12/27/2019

Invoice Number	Date	Voucher Number	Description	Amount	Discount	Paid Amount
421802000610DEC19	12/24/2019	VCH00000001001606	ORMOND BCH REAL ESTAT	\$24,827.30	\$0.00	\$24,827.30

TOTALS: \$24,827.30 \$0.00 \$24,827.30

TAC(TM) smcclintock CDD 16E66-E697F6-FB02-Q2/27/2019

Pace Analytical Services, LLC
Accounts Payable
1800 Elm St SE
Minneapolis, MN 55414

Check Number: 0405227
JPMorgan Chase Bank, N.A.
Milwaukee, WI
Milwaukee, WI
12-1/750

Pay Twenty Four Thousand Eight Hundred Twenty Seven Dollars and 30 Cents

DATE	AMOUNT
Dec 27, 2019	\$24,827.30

To The Order Of:

COUNTY OF VOLUSIA
REVENUE DIVISION
123 W. INDIANA AVE., RM 103
DELAND, FL 32720-4602



VOLUSIA COUNTY
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS
REAL ESTATE ANNUAL TAX BILL

PROPERTY ADDRESS: 8 E TOWER CIR
ORMOND BEACH 32174
LEGAL DESCRIPTION: LOT 61 & W 155.29 FT OF LOT 62 A IRPORT BUSINESS PARK
PHASE I I MB 43 PGS 29-30 INC PER OR 390 2 PG 4147 PER OR
5499 PG 141 9 PER OR 6276 PGS 2039-2042 INC PER OR 6276
PGS 2043-2045 IN
See Additional Legal on Tax Roll

PACE ANALYTICAL SERVICES LLC
1800 ELM ST SE
MINNEAPOLIS, MN 55414



Pay Online

PARCEL: 421802000610
ALTERNATE KEY: 5142108
MILLAGE CODE: 201
TAX YEAR: 2019

21030-00-100
Ormond Beach Real Estate Tax

Pay online at volusia.county-taxes.com

WALK-IN CUSTOMERS PLEASE BRING ENTIRE NOTICE

TAXES BECOME DELINQUENT APRIL 1

IF POSTMARKED BY:	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
DISCOUNT:	4%	3%	2%	1%	0%
PAY THIS AMOUNT:	24,571.34	24,827.30	25,083.25	25,339.20	25,595.15

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE	ASSESSED VALUE	EXEMPTION	TAXABLE VALUE	TAX AMOUNT
COUNTY	6.14200	1,441,825	0	1,441,825	8,855.69
VOLUSIA FOREVER	0.11220	1,441,825	0	1,441,825	161.77
VOLUSIA ECHO	0.20000	1,441,825	0	1,441,825	288.37
VOLUSIA FOREVER I&S 2005	0.08780	1,441,825	0	1,441,825	126.59
VOLUSIA COUNTY MOSQUITO CONTRO	0.18800	1,441,825	0	1,441,825	271.06
PONCE INLET PORT AUTHORITY	0.09290	1,441,825	0	1,441,825	133.95
SCHOOL	6.08100	1,441,825	0	1,441,825	8,767.75
ORMOND BEACH I&S 2002	0.00000	1,441,825	0	1,441,825	0.00
ORMOND BEACH	4.08700	1,441,825	0	1,441,825	5,892.74
ORMOND BEACH I&S 2003	0.03300	1,441,825	0	1,441,825	47.58
ORMOND BEACH I&S 2010	0.10000	1,441,825	0	1,441,825	144.18
ST JOHNS WATER MANAGEMENT DIST	0.24140	1,441,825	0	1,441,825	348.06
FLORIDA INLAND NAVIGATION DIST	0.03200	1,441,825	0	1,441,825	46.14
HALIFAX HOSPITAL AUTHORITY	0.35460	1,441,825	0	1,441,825	511.27

TOTAL MILLAGE RATE: 17.75190

TOTAL TAXES: \$25,595.15

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	TELEPHONE	RATE PER UNIT	AMOUNT
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TOTAL ASSESSMENTS: \$0.00

TOTAL COMBINED TAXES AND ASSESSMENTS: \$25,595.15

For additional information please see reverse side.

Pay online at volusia.county-taxes.com

Phone: 386-736-5938

Email: Revenue@volusia.org

RETURN WITH PAYMENT

VOLUSIA COUNTY
REAL ESTATE ANNUAL TAX BILL

Make payment to:
COUNTY OF VOLUSIA

Mail payment to:
County of Volusia-Revenue Division
123 W Indiana Ave Room 103
DeLand FL 32720

PAY IN U.S. DOLLARS DRAWN ON A U.S. BANK

NOTE: In order to avoid a rejected payment,
please verify that the legal written line of your
check matches the exact amount due based on
the "IF POSTMARKED BY" date.

PARCEL: 421802000610
ALTERNATE KEY: 5142108
TAX YEAR: 2019

PROPERTY ADDRESS: 8 E TOWER CIR
ORMOND BEACH 32174

PACE ANALYTICAL SERVICES LLC
1800 ELM ST SE
MINNEAPOLIS, MN 55414

Please do not staple, tape, or paperclip your payment to this stub.

TAXES BECOME DELINQUENT APRIL 1

IF POSTMARKED BY:	Nov 30, 2019	Dec 31, 2019	Jan 31, 2020	Feb 29, 2020	Mar 31, 2020
DISCOUNT:	4%	3%	2%	1%	0%
PAY THIS AMOUNT:	24,571.34	24,827.30	25,083.25	25,339.20	25,595.15

PLEASE DO NOT WRITE ON THIS STUB

ADDENDUM NO. 1

June 2, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: Please delete "Pages 9 through 12 of 33" from the "Invitation to Bid" and replace it with "Pages 9R through 12R of 33."

Item 2: Please delete "Pages 15 through 19 of 33" from the "Invitation to Bid" and replace it with "Pages 15R through 19R of 33."

Item 3: A copy of the Florida Department of Environmental Protection Wastewater Treatment Plant Operating Permit, signed on May 8, 2020, is provided with this addendum.

Item 4: A copy of the Bid Form submitted by Pace Analytical for Bid No. 2015-34 is provided with this addendum. This unit price contract served as the basis of award with the current vendor.

Item 5: The following additional information is being provided in response to inquiries received.

Question 1: In section Reuse Effluent Analysis, are we supposed to only price out the methods and tests you list or does this include the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods? Does this require Asbestos and Dioxin?

Answer 1: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 2: In section Wastewater, are you looking for the full Primary and Secondary Drinking Water Standards? Does this include Asbestos and Dioxin?

Answer 2: The reference to Primary and Secondary Drinking Water Standards has been removed from this section of the Itemized Bid sheet. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 3: In section Water, Primary Organics, does this include Asbestos?

Who is the most recent provider of these services to the City and what is currently being paid?

Answer 3: No, Asbestos is not included. The current provider of Laboratory Services is Pace Analytical. A copy of their original bid submittal is provided as an attachment to this addendum.

Question 4: In section Water, Regulated SOC's, does this include Dioxin?

Answer 4: No, Dioxin is not included.

Question 5: For the Subcontractors, the bid states the following: Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g." These sections include a lot of information from the subcontractors. For the Quality Manual of the sublabs, can we submit their cover page only with all signatures?

Answer 5: Subcontractor Labs must provide the information in items "a-c" and "e-g." A submission of a cover page with signatures will not comply with the requirements.

Question 6: Item #2. Bid Requirements states the following: "b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." Are we to submit, in addition to the bid document pricing, our standard pricelist? Can we submit the additional pricelist and another document with our MDLs for all parameters we are certified for? We do not have a document that list all analytes, individual prices for each analyte and the MDLs all on one page.

Answer 6: Bidders are not asked nor required to submit a separate standard pricelist. However, as additional supplemental information, bidders may, if they so choose, submit an additional price list and any other documents deemed appropriate to accompany the company's MDLs for any and all parameters for which the company is certified.

Question 7: Are we required to submit a Performance Bond (Bid Bond) for the City of Ormond Beach BID No. 2020-23; LABORATORY TESTING SERVICES ITB? Is there a percentage amount to be submitted for this ITB?

Answer 7: No Bid Bond shall be required with this Bid. No Performance Bond shall be required with this Bid.

Question 8: Could you tell us who the current incumbent is and what is the current contract pricing?

Answer 8: Pace Analytical is the current Lab Services provider. A copy of their Unit Price Submittal from the original bid award is included.

Question 9: With Weekend work being a potential can the city add a few line items to the pricing sheet? Line items for weekend Fecal coliform, weekend courier and a line for any other weekend parameter with a percentage mark up for weekend work.

Answer 9: Minimum laboratory requirements have been revised to state "The contract lab shall be available a minimum of 7 days per week." The bid form shall not be revised to accommodate the request.

Question 10: Can the city confirm a subcontractor is one that is outside the bidding company and not another location for the same company?

Answer 10: Please consider this response as an affirmative confirmation that a secondary office of the contractor is not regarded as a subcontractor.

Question 11: In the insurance section page 28 of 33 section 4 Service Bond. Could this provision be removed, or could the language be changed to allow for a letter of credit or other type of assurance instead?

Answer 11: No, the City is unwilling to remove this provision from these bid documents. However, for clarification, please be advised that the contract does not require a bid bond and does not require a performance bond. (Refer to Question 7)

Question 12: Can the requirement for providing claim information be removed from the insurance section?

Answer 12: No, the City standard requirement for providing claim information shall not be altered with these bid documents.

Question 13: Would it be possible to remove the requirement in the insurance section D3 on page 32 of 33 stating that "If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements"?

Answer 13: No, the referenced clause in the City standard documents will not be changed at this time. Specifically, the requirement to furnish complete copies of the Contractor's insurance policies, forms and endorsements, if requested, remains in effect.

Question 14: In the draft agreement page #5 b. This Agreement may not be terminated by the contractor.: Would the City please remove this provision in favor of both parties being able to terminate for default, etc.?

Answer 14: The Bid Documents will not be changed at this time. However, please note that under the Section entitled Contract Duration, either party may provide a written notice of non-renewal ninety calendar days prior to the Contract expiration date.

Question 15: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are the parameters for the Primary & Secondary Drinking Water Standard methods listed in the bid sheet table the only methods and parameters required, or it is the full primary and secondary?

Answer 15: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods as required by the permit. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 16: Page 15 of 33 Price Sheet Reuse Effluent Analysis: If the full primary and secondary is needed are Asbestos and Dioxin required for this section?

Answer 16: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 17: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Can the city please list the tables needed for this section?

Answer 17: A copy of the latest operating permit is provided with this addendum.

Question 18: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are color and odor needed for this section?

Answer 18: A copy of the latest operating permit is provided with this addendum.

Question 19: Page 15 of 33 Industrial Pre-Treatment section: The TTO only includes the 624, 625 and 608 is that correct?

Answer 19: 624, 625 & 608 are inclusive but not exclusive of other relevant applicable methods. Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 20: Page 16 Wastewater section: Primary and Secondary. Are tables 1-6 of 62-550 the only required tables and are asbestos and dioxin required?

Answer 20: Asbestos and Dioxin are not included and are not part of our current permit. A copy of the latest operating permit is provided with this addendum, and shall be referenced by prospective bidders.

Question 21: Page 16 Wastewater section: Primary and Secondary. Can the city please list the tables required minus any parameters that are not needed?

Answer 21: Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 22: Page 18 Water Section: Analytical Groups /Calculation Primary Inorganics: does this include asbestos?

Answer 22: Asbestos is not included.

Question 23: Page 18 Water Section: Analytical Groups /Calculation Regulated SOCs: does this include dioxin?

Answer 23: Dioxin is not included.

Question 24: Page 18 for Thallium: Can 200.8 be used?

Answer 22: For bidding purposes, please use the method specified.

In all other respects, except as specifically stated herein, the subject BID 2020-23 Laboratory Testing Services remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: Pace Analytical Services

SIGNATURE: [Signature] DATE: 6/2/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH- BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

June 4, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 2 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The deadline for questions to be submitted originally stated as June 1, 2020 at 5:00 p.m. has now been extended to June 8, 2020 at 5:00 p.m.

Item 2: The bid opening originally scheduled for June 10, 2020 at 2:00 p.m. has now been extended to June 17, 2020 at 2:30 p.m.

Item 3: Please delete "Page 16R of 33" from Addendum No. 1 and replace it with "Page 16R2 of 33."

Item 4: The following additional information is being provided in response to inquiries received.

Question 1: Can I please have some clarifications on the Addendum 1 answers? Specifically, Question 1, Question 15 and Question 16, the answer said that Asbestos and dioxin are not part of the permit. I see dioxin in the tables of the permit for RWS-A, RWS-B, RWS-C, RWS-G. Is this not for the Reuse Effluent Analysis section of the bid sheet on page 15R of 33?

Answer 1: YES, contrary to statements issued in Addendum No. 1, Dioxin is in fact included and required in accordance with the permit. To assist bidders, the relevant direct excerpt of the permit is provided herewith, and states the following:

During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed

water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3) (j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3) (d)][62-600.680(2)][62-610.300(4)]*

Question 2: If the pricing sheet will not be altered, how will we decipher weekend work costs from weekday costs for specific tests and courier?

Answer 2: The pricing sheet, page 16R2 of 33, has been altered and made part of this addendum. A line item has been added beneath Fecal Coliform entitled "Fecal Coliform Additional Costs for Weekend Work" with a unit quantity of 104.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: Pace Analytical Services

SIGNATURE: [Signature] DATE: 6/4/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH- BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

June 9, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 3 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries received.

Question 1: Can we provide the large documents, such as the Quality Manuals, PT studies, audits and certifications on a CD or thumb drive only?

Answer 1: To assist bidders and reduce replication costs, the vendors shall have the option of supplying a paper copy of the "large documents" listed in the **Scope of Work, 2. Bid**

Requirements/ Information to be Provided with the Bidder's Submission, as appearing on pages 11R and 12R, Item "a" and Items "c" through "k" inclusive. Bidders shall still submit a paper copy of Item 2.b, which states "A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." While bidders have the option of supplying a paper copy of the items as noted herewith, this addendum does not relieve the bidder of supplying the required documents in digital format. In addition, should the bidder choose to omit submittal of certain documents in paper format, then it shall be the responsibility of the bidder to provide one paper copy of a "Table of Contents" or "List of Attachments" or "List of Exhibits" or other appropriately titled paper submittal that clearly identifies and lists each of the documents that are only provided in a digital format.

Question 2: For the Quality Manual can we mark it as a confidential document and only the city of Ormond Beach will have access to it?

Answer 2: No, upon submission of the bid documents, the Quality Manual shall be considered a public document and will not be considered confidential. We are not aware of any exemption which would cause that information to be confidential. If vendor would like to provide something to the contrary, we can take a look at it.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: Pace Analytical Services LLC

SIGNATURE: [Signature] DATE: 6/9/20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH- BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 3

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)

N/A

(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:

LABORATORY TESTING SERVICES 2020

Bid No. 2020-23

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)

deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

N/A

(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.

MDL/PQL Tables

Method	Analyte	CAS No.	PQL	MDL	Units
1801 W	Turbidity		0.2	0.2	NTU
2007 DW	Aluminum	7429-90-5	100	41.8	ug/L
2007 DW	Barium	7440-39-3	10	2.3	ug/L
2007 DW	Beryllium	7440-41-7	4	0.214	ug/L
2007 DW	Boron	7440-42-8	50	11.6	ug/L
2007 DW	Cadmium	7440-43-9	1	0.244	ug/L
2007 DW	Calcium	7440-70-2	500	196.8	ug/L
2007 DW	Chromium	7440-47-3	5	0.81	ug/L
2007 DW	Cobalt	7440-48-4	10	2.3	ug/L
2007 DW	Copper	7440-50-8	5	2.56	ug/L
2007 DW	Iron	7439-89-6	40	16.27	ug/L
2007 DW	Magnesium	7439-95-4	500	161.9	ug/L
2007 DW	Manganese	7439-96-5	5	1.24	ug/L
2007 DW	Molybdenum	7439-98-7	10	4	ug/L
2007 DW	Nickel	7440-02-0	5	1.96	ug/L
2007 DW	Potassium	7440-09-7	1000	271.6	ug/L
2007 DW	Silver	7440-22-4	5	1.52	ug/L
2007 DW	Sodium	7440-23-5	2000	594.1	ug/L
2007 DW	Vanadium	7440-62-2	10	1.39	ug/L
2007 DW	Zinc	7440-66-6	20	7.575	ug/L
2007 DW	Tin	7440-31-5	50	31.6	ug/L
2007 DW	Silicon	7440-21-3	100	55.5	ug/L
2007 DW	Silica	7631-86-9	214	119	ug/L
2007 DW	Strontium	7440-24-6	10	3.35	ug/L
2007 DW	Lithium	7439-93-2	500	146.7	ug/L
2007 DWNP	Aluminum	7429-90-5	100	41.8	ug/L
2007 DWNP	Barium	7440-39-3	10	2.3	ug/L
2007 DWNP	Beryllium	7440-41-7	4	0.214	ug/L
2007 DWNP	Boron	7440-42-8	50	11.6	ug/L
2007 DWNP	Cadmium	7440-43-9	1	0.244	ug/L
2007 DWNP	Calcium	7440-70-2	500	196.8	ug/L
2007 DWNP	Chromium	7440-47-3	5	0.81	ug/L
2007 DWNP	Cobalt	7440-48-4	10	2.3	ug/L
2007 DWNP	Copper	7440-50-8	5	2.56	ug/L
2007 DWNP	Iron	7439-89-6	40	16.27	ug/L
2007 DWNP	Lead	7439-92-1	10	5	ug/L
2007 DWNP	Magnesium	7439-95-4	500	161.9	ug/L
2007 DWNP	Manganese	7439-96-5	5	1.24	ug/L
2007 DWNP	Molybdenum	7439-98-7	10	4	ug/L
2007 DWNP	Nickel	7440-02-0	5	1.96	ug/L
2007 DWNP	Potassium	7440-09-7	1000	271.6	ug/L
2007 DWNP	Sodium	7440-23-5	2000	594.1	ug/L
2007 DWNP	Vanadium	7440-62-2	10	1.39	ug/L
2007 DWNP	Zinc	7440-66-6	20	7.575	ug/L
2007 DWNP	Tin	7440-31-5	50	31.6	ug/L
2007 DWNP	Silicon	7440-21-3	100	55.5	ug/L

2007 DWNP	Silica	7631-86-9	214	119	ug/L
2007 DWNP	Strontium	7440-24-6	10	3.35	ug/L
2007 DWNP	Lithium	7439-93-2	500	146.7	ug/L
2008 DW	Beryllium	7440-41-7	0.1	0.07	ug/L
2008 DW	Aluminum	7429-90-5	10	7.16	ug/L
2008 DW	Chromium	7440-47-3	2	1.11	ug/L
2008 DW	Manganese	7439-96-5	1	0.69	ug/L
2008 DW	Cobalt	7440-48-4	1	0.194	ug/L
2008 DW	Nickel	7440-02-0	1	0.62	ug/L
2008 DW	Copper	7440-50-8	1	0.93	ug/L
2008 DW	Zinc	7440-66-6	5	4.29	ug/L
2008 DW	Arsenic	7440-38-2	1	0.5	ug/L
2008 DW	Selenium	7782-49-2	1	0.831	ug/L
2008 DW	Molybdenum	7439-98-7	1	0.183	ug/L
2008 DW	Silver	7440-22-4	0.1	0.05	ug/L
2008 DW	Cadmium	7440-43-9	0.2	0.115	ug/L
2008 DW	Antimony	7440-36-0	1	0.212	ug/L
2008 DW	Barium	7440-39-3	1	0.5	ug/L
2008 DW	Thallium	7440-28-0	1	0.5	ug/L
2008 DW	Lead	7439-92-1	1	0.218	ug/L
2008 DW	Uranium	7440-61-1	1	0.187	ug/L
2008 DWNP	Beryllium	7440-41-7	0.1	0.07	ug/L
2008 DWNP	Aluminum	7429-90-5	10	7.16	ug/L
2008 DWNP	Chromium	7440-47-3	2	1.11	ug/L
2008 DWNP	Manganese	7439-96-5	1	0.69	ug/L
2008 DWNP	Cobalt	7440-48-4	1	0.194	ug/L
2008 DWNP	Nickel	7440-02-0	1	0.62	ug/L
2008 DWNP	Copper	7440-50-8	1	0.93	ug/L
2008 DWNP	Zinc	7440-66-6	5	4.29	ug/L
2008 DWNP	Arsenic	7440-38-2	1	0.5	ug/L
2008 DWNP	Selenium	7782-49-2	1	0.831	ug/L
2008 DWNP	Molybdenum	7439-98-7	1	0.183	ug/L
2008 DWNP	Silver	7440-22-4	0.1	0.05	ug/L
2008 DWNP	Cadmium	7440-43-9	0.2	0.115	ug/L
2008 DWNP	Antimony	7440-36-0	1	0.212	ug/L
2008 DWNP	Barium	7440-39-3	1	0.5	ug/L
2008 DWNP	Thallium	7440-28-0	1	0.5	ug/L
2008 DWNP	Lead	7439-92-1	1	0.218	ug/L
2008 DWNP	Uranium	7440-61-1	1	0.187	ug/L
2008 WUCMR	Germanium	7440-56-4	0.24	0.08	ug/L
2008 WUCMR	Manganese	7439-96-5	0.32	0.1064	ug/L
2120BW	Apparent Color		5	5	units
2120BWT	True Color		5	5	units
2150B DC	Dechlorinated Odor		1	1	
2187 DW	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2310B W	Acidity, Total		1	1	mg/L
2320BW	Alkalinity, Total as CaCO3		5	5	mg/L
7470 W	Mercury	7439-97-6	0.2	0.09	ug/L
2510B W	Specific Conductance @ 25C		2	2	umhos/cm
2540C W	Total Dissolved Solids		5	5	mg/L

3000 W	Nitrite as N	14797-65-0	0.05	0.025	mg/L
3000 W	Nitrate as N	14797-55-8	0.05	0.025	mg/L
3000 W	Orthophosphate as P		0.1	0.05	mg/L
3000 W	Nitrate-Nitrite (as N)	7727-37-9	1	0.05	mg/L
3000 W28	Bromide	24959-67-9	0.1	0.0362	mg/L
3000 W28	Chloride	16887-00-6	5	2.5	mg/L
3000 W28	Fluoride	16984-48-8	0.05	0.0146	mg/L
3000 W28	Sulfate	14808-79-8	5	2.5	mg/L
3001W	Chlorite		5	1.276	ug/L
3001 W28	Bromide	24959-67-9	5	3.96	ug/L
3001 W28	Bromate	15541-45-4	1	0.64	ug/L
3001 W28	Chlorate	7790-93-4	5	2.15	ug/L
3354 W	Cyanide	57-12-5	0.01	0.005	mg/L
3501 DW	Nitrogen, Ammonia	7664-41-7	0.05	0.0348	mg/L
3532 WN	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
4204WLOW	Phenolics, Total		0.001	0.0006	mg/L
4500CLD	Chlorine, Total	7782-50-5	0.1	0.1	mg/L
4500CLD	Chlorine, Free	7782-50-5	0.1	0.1	mg/L
4500CLD	Chloramine	10599-90-3	0.1	0.1	mg/L
4500CLD	Monochloramine		0.1	0.1	mg/L
4500CLD	Dichloramine		0.1	0.1	mg/L
4500CIO2	Chlorine Dioxide		0.2	0.107	mg/L
4500HB	pH at 25 Degrees C		0.1	0.1	Std. Units
4500S2F DW	Sulfide	18496-25-8	0.1	0.1	mg/L
8011 W	1,2-Dibromoethane (EDB)	106-93-4	0.01	0.0075	ug/L
8011 W	1,2-Dibromo-3-	96-12-8	0.02	0.0064	ug/L
505 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.1	0.08	ug/L
505 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.1	0.1	ug/L
505 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.1	0.1	ug/L
505 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.1	0.1	ug/L
505 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.1	0.1	ug/L
505 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.1	0.1	ug/L
505 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.1	0.1	ug/L
505 W	Chlordane (Technical)	57-74-9	0.2	0.2	ug/L
505 W	Toxaphene	8001-35-2	1	1	ug/L
508 W	Alachlor	15972-60-8	0.2	0.0628	ug/L
508 W	alpha-Chlordane	5103-71-9	0.02	0.0083	ug/L
508 W	Chlordane (Technical)	57-74-9	0.2	0.047	ug/L
508 W	Dieldrin	60-57-1	0.1	0.0282	ug/L
508 W	Endrin	72-20-8	0.01	0.004	ug/L
508 W	gamma-BHC (Lindane)	58-89-9	0.02	0.0036	ug/L
508 W	gamma-Chlordane	5103-74-2	0.02	0.0064	ug/L
508 W	Heptachlor	76-44-8	0.04	0.0097	ug/L
508 W	Heptachlor epoxide	1024-57-3	0.02	0.007	ug/L
508 W	Hexachlorobenzene	118-74-1	0.1	0.0247	ug/L
508 W	Hexachlorocyclopentadiene	77-47-4	0.1	0.0168	ug/L
508 W	Methoxychlor	72-43-5	0.1	0.0584	ug/L
508 W	Metolachlor	51218-45-2	0.1	0.0377	ug/L
508 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.1	0.08	ug/L
508 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.1	0.029	ug/L
508 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.1	0.029	ug/L

508 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.1	0.051	ug/L
508 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.1	0.062	ug/L
508 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.1	0.023	ug/L
508 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.1	0.066	ug/L
508 W	PCB, Total	1336-36-3	0.1	0.08	ug/L
508 W	Propachlor	1918-16-7	0.1	0.0318	ug/L
508 W	Simazine	122-34-9	0.07	0.0475	ug/L
508 W	Toxaphene	8001-35-2	1	0.608	ug/L
5153 W	2,4-D	94-75-7	0.1	0.0959	ug/L
5153 W	2,4,5-T	93-76-5	0.2	0.16	ug/L
5153 W	2,4,5-TP (Silvex)	93-72-1	0.2	0.16	ug/L
5153 W	2,4-DB	94-82-6	2	1.7	ug/L
5153 W	Acifluorfen	62476-59-9	0.1	0.0779	ug/L
5153 W	Bentazon	25057-89-0	0.2	0.16	ug/L
5153 W	Dalapon	75-99-0	1	0.89	ug/L
5153 W	Dicamba	1918-00-9	0.1	0.067	ug/L
5153 W	Dichlorprop	120-36-5	0.7	0.55	ug/L
5153 W	Dinoseb	88-85-7	0.2	0.16	ug/L
5153 W	Pentachlorophenol	87-86-5	0.04	0.03	ug/L
5153 W	Picloram	1918-02-1	0.1	0.094	ug/L
522 W	1,4-Dioxane (p-Dioxane)	123-91-1	0.2	0.12	ug/L
5242 W	Methylene Chloride	75-09-2	1	0.44	ug/L
5242 W	Dichlorodifluoromethane	75-71-8	0.5	0.49	ug/L
5242 W	Chloromethane	74-87-3	1	0.462	ug/L
5242 W	Vinyl chloride	75-01-4	0.5	0.394	ug/L
5242 W	Bromomethane	74-83-9	1	0.25	ug/L
5242 W	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 W	Chloroethane	75-00-3	0.5	0.5	ug/L
5242 W	Chlorobenzene	108-90-7	0.5	0.25	ug/L
5242 W	Trichlorofluoromethane	75-69-4	0.5	0.25	ug/L
5242 W	1,1-Dichloroethane	75-34-3	0.5	0.25	ug/L
5242 W	2,2-Dichloropropane	594-20-7	0.5	0.25	ug/L
5242 W	Bromochloromethane	74-97-5	0.5	0.25	ug/L
5242 W	Chloroform	67-66-3	1	0.25	ug/L
5242 W	1,1,1-Trichloroethane	71-55-6	0.5	0.25	ug/L
5242 W	Carbon tetrachloride	56-23-5	0.5	0.25	ug/L
5242 W	1,1-Dichloropropene	563-58-6	0.5	0.25	ug/L
5242 W	Benzene	71-43-2	0.5	0.25	ug/L
5242 W	1,2-Dichlorobenzene	95-50-1	0.5	0.25	ug/L
5242 W	1,3-Dichlorobenzene	541-73-1	0.5	0.25	ug/L
5242 W	1,4-Dichlorobenzene	106-46-7	0.5	0.25	ug/L
5242 W	1,2-Dichloroethane	107-06-2	0.5	0.25	ug/L
5242 W	1,2-Dichloropropane	78-87-5	0.5	0.25	ug/L
5242 W	Dibromomethane	74-95-3	0.5	0.25	ug/L
5242 W	Toluene	108-88-3	0.5	0.25	ug/L
5242 W	1,1,2-Trichloroethane	79-00-5	0.5	0.25	ug/L
5242 W	1,3-Dichloropropane	142-28-9	0.5	0.25	ug/L
5242 W	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 W	1,2-Dibromoethane (EDB)	106-93-4	0.5	0.25	ug/L
5242 W	Ethylbenzene	100-41-4	0.5	0.25	ug/L
5242 W	1,1,1,2-Tetrachloroethane	630-20-6	0.5	0.25	ug/L

5242 W	m&p-Xylene	179601-23-1	1	0.25	ug/L
5242 W	o-Xylene	95-47-6	0.5	0.25	ug/L
5242 W	Xylene (Total)	1330-20-7	1	0.25	ug/L
5242 W	Bromoform	75-25-2	1	0.32	ug/L
5242 W	Isopropylbenzene	98-82-8	0.5	0.25	ug/L
5242 W	Bromobenzene	108-86-1	0.5	0.25	ug/L
5242 W	cis-1,3-Dichloropropene	10061-01-5	0.5	0.25	ug/L
5242 W	Styrene	100-42-5	0.5	0.25	ug/L
5242 W	1,2,3-Trichloropropane	96-18-4	0.5	0.433	ug/L
5242 W	1,1,2,2-Tetrachloroethane	79-34-5	0.5	0.25	ug/L
5242 W	2-Chlorotoluene	95-49-8	0.5	0.25	ug/L
5242 W	n-Propylbenzene	103-65-1	0.5	0.25	ug/L
5242 W	4-Chlorotoluene	106-43-4	0.5	0.25	ug/L
5242 W	1,3,5-Trimethylbenzene	108-67-8	0.5	0.25	ug/L
5242 W	tert-Butylbenzene	98-06-6	0.5	0.25	ug/L
5242 W	1,2,4-Trimethylbenzene	95-63-6	0.5	0.25	ug/L
5242 W	sec-Butylbenzene	135-98-8	0.5	0.25	ug/L
5242 W	p-Isopropyltoluene	99-87-6	0.5	0.25	ug/L
5242 W	n-Butylbenzene	104-51-8	0.5	0.25	ug/L
5242 W	1,2,4-Trichlorobenzene	120-82-1	0.5	0.408	ug/L
5242 W	Naphthalene	91-20-3	0.5	0.25	ug/L
5242 W	Hexachloro-1,3-butadiene	87-68-3	0.5	0.25	ug/L
5242 W	1,2,3-Trichlorobenzene	87-61-6	0.5	0.25	ug/L
5242 W	Methyl-tert-butyl ether	1634-04-4	0.5	0.25	ug/L
5242 W	1,1,2-	76-13-1	0.5	0.25	ug/L
5242 W	Trichloroethene	79-01-6	0.5	0.25	ug/L
5242 W	Tetrachloroethene	127-18-4	0.5	0.25	ug/L
5242 W	cis-1,2-Dichloroethene	156-59-2	0.5	0.25	ug/L
5242 W	trans-1,2-Dichloroethene	156-60-5	0.5	0.25	ug/L
5242 W	2-Butanone (MEK)	78-93-3	4	2	ug/L
5242 W	1,1-Dichloroethene	75-35-4	0.5	0.25	ug/L
5242 W	1,2,3-Trimethylbenzene	526-73-8	0.5	0.29	ug/L
5242 W	trans-1,3-Dichloropropene	10061-02-6	0.5	0.25	ug/L
5242 W	Total Trihalomethanes		1	0.32	ug/L
5242 W	Acetone	67-64-1	5	2.5	ug/L
5242 WTHM	Chloroform	67-66-3	1	0.25	ug/L
5242 WTHM	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 WTHM	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 WTHM	Bromoform	75-25-2	1	0.32	ug/L
5242 WTHM	Total Trihalomethanes (Calc.)		1	0.32	ug/L
5242 WTHM	Chloroform	67-66-3	1	0.25	ug/L
5242 WTHM	Bromodichloromethane	75-27-4	1	0.25	ug/L
5242 WTHM	Dibromochloromethane	124-48-1	1	0.25	ug/L
5242 WTHM	Bromoform	75-25-2	1	0.32	ug/L
5242 WTHM	Total Trihalomethanes		1	0.32	ug/L
525 W	Aldrin	309-00-2	0.1	0.068	ug/L
525 W	Butachlor	23184-66-9	0.1	0.074	ug/L
525 W	Dieldrin	60-57-1	0.13	0.074	ug/L
525 W	Metolachlor	51218-45-2	1	0.265	ug/L
525 W	Metribuzin	21087-64-9	0.3	0.15	ug/L

525 W	Propachlor	1918-16-7	0.2	0.074	ug/L
525 W	Pentachlorobiphenyl	25429-29-2	0.1	0.04	ug/L
525 W	Octachlorobiphenyl	31472-83-0	0.1	0.093	ug/L
525 W	Tetrachlorobiphenyl	26914-33-0	0.1	0.046	ug/L
525 W	2-Chlorobiphenyl		0.1	0.026	ug/L
525 W	Benzo(a)pyrene	50-32-8	0.1	0.013	ug/L
525 W	Butylbenzylphthalate	85-68-7	2	0.498	ug/L
525 W	bis(2-Ethylhexyl)adipate	103-23-1	1.6	0.383	ug/L
525 W	Indeno(1,2,3-cd)pyrene	193-39-5	0.2	0.027	ug/L
525 W	Molinate	2212-67-1	2	0.431	ug/L
525 W	Phenanthrene	85-01-8	0.2	0.05	ug/L
525 W	Pyrene	129-00-0	0.2	0.034	ug/L
525 W	bis(2-Ethylhexyl)phthalate	117-81-7	2	0.5	ug/L
525 W	Di-n-butylphthalate	84-74-2	2	0.351	ug/L
525 W	Diethylphthalate	84-66-2	2	0.514	ug/L
525 W	Dimethylphthalate	131-11-3	1.6	1.086	ug/L
525 W	trans-Nonachlor	39765-80-5	0.2	0.116	ug/L
525 W	Thiobencarb	28249-77-6	2	0.469	ug/L
525 W	Fluorene	86-73-7	0.2	0.025	ug/L
525 W	Atrazine	1912-24-9	0.1	0.079	ug/L
5253WUCMR	Chlorpyrifos	2921-88-2	0.03	0.01	ug/L
5253WUCMR	Dimethipin	55290-64-7	0.2	0.067	ug/L
5253WUCMR	Ethoprop	13194-48-4	0.03	0.01	ug/L
5253WUCMR	alpha-BHC	319-84-6	0.01	0.0033	ug/L
5253WUCMR	Oxyfluorfen	42874-03-3	0.05	0.017	ug/L
5253WUCMR	Permethrin	52645-53-1	0.04	0.013	ug/L
5253WUCMR	Profenofos	41198-08-7	0.3	0.1	ug/L
5253WUCMR	Tebuconazole	107534-96-3	0.2	0.067	ug/L
5253WUCMR	Merphos-Oxone	78-48-8	0.07	0.023	ug/L
530 WUCMR	Butylated Hydroxyanisole	25013-16-5	0.03	0.01	ug/L
530 WUCMR	O-Toluidine	95-53-4	0.007	0.0023	ug/L
530 WUCMR	Quinoline	91-22-5	0.02	0.0067	ug/L
531 W	3-Hydroxycarbofuran	16655-82-6	2	0.3958	ug/L
531 W	Aldicarb	116-06-3	2	0.1074	ug/L
531 W	Aldicarb sulfone	1646-88-4	2	0.223	ug/L
531 W	Aldicarb sulfoxide	1646-87-3	2	0.1248	ug/L
531 W	Carbofuran	1563-66-2	2	0.2067	ug/L
531 W	Carbaryl	63-25-2	2	0.1115	ug/L
531 W	Methiocarb	2032-65-7	2	0.4052	ug/L
531 W	Methomyl	16752-77-5	2	0.1017	ug/L
531 W	Oxamyl	23135-22-0	2	0.1775	ug/L
5310B W	Total Organic Carbon	7440-44-0	1	0.5	mg/L
5310BWD	Dissolved Organic Carbon		1	0.5	mg/L
5312 W	Carbofuran	1563-66-2	0.9	0.6702	ug/L
5312 W	Oxamyl	23135-22-0	2	0.4408	ug/L
5371 W	Perfluorooctanesulfonic	1763-23-1	0.004	0.00123	ug/L
5371 W	Perfluorooctanoic acid	335-67-1	0.004	0.000894	ug/L
5371 W	Perfluorohexanesulfonic acid	355-46-4	0.004	0.00075	ug/L
5371 W	Perfluoroheptanoic acid	375-85-9	0.004	0.00103	ug/L
5371 W	Perfluorononanoic acid	375-95-1	0.004	0.002	ug/L

5371 W	Perfluorobutanesulfonic	375-73-5	0.004	0.00068	ug/L
5371 W	Perfluoroundecanoic acid	2058-94-8	0.004	0.002	ug/L
5371 W	Perfluorododecanoic acid	307-55-1	0.004	0.00149	ug/L
5371 W	Perfluorodecanoic acid	335-76-2	0.004	0.002	ug/L
5371 W	Perfluorohexanoic acid	307-24-4	0.004	0.0013	ug/L
5371 W	NEtFOSAA	2991-50-6	0.004	0.00095	ug/L
5371 W	NMeFOSAA	2355-31-9	0.004	0.0016	ug/L
5371 W	Perfluorotetradecanoic acid	376-06-7	0.004	0.00192	ug/L
5371 W	Perfluorotridecanoic acid	72629-94-8	0.004	0.00178	ug/L
5371 W	HFPO-DA	13252-13-6	0.004	0.00167	ug/L
5371 W	ADONA	919005-14-4	0.004	0.00074	ug/L
5371 W	9CI-PF3ONS	756426-58-1	0.004	0.00116	ug/L
5371 W	11CI-PF3OUdS	763051-92-9	0.004	0.00162	ug/L
537W	Perfluorooctanesulfonic	1763-23-1	0.002	0.000832	ug/L
537W	Perfluorooctanoic acid	335-67-1	0.002	0.000894	ug/L
537W	Perfluorohexanesulfonic	355-46-4	0.002	0.000502	ug/L
537W	Perfluoroheptanoic acid	375-85-9	0.002	0.000388	ug/L
537W	Perfluorononanoic acid	375-95-1	0.002	0.000763	ug/L
537W	Perfluorobutanesulfonic	375-73-5	0.002	0.000495	ug/L
537W	Perfluoroundecanoic acid	2058-94-8	0.002	0.000589	ug/L
537W	Perfluorododecanoic acid	307-55-1	0.002	0.000492	ug/L
537W	Perfluorodecanoic acid	335-76-2	0.002	0.000714	ug/L
537W	Perfluorohexanoic acid	307-24-4	0.002	0.00051	ug/L
537W	NEtFOSAA	2991-50-6	0.002	0.0012	ug/L
537W	NMeFOSAA	2355-31-9	0.002	0.000587	ug/L
537W	Perfluorotetradecanoic acid	376-06-7	0.002	0.00192	ug/L
537W	Perfluorotridecanoic acid	72629-94-8	0.002	0.00042	ug/L
541 WUCMR	2-Propen-1-ol (Allyl alcohol)	107-18-6	0.5	0.17	ug/L
541 WUCMR	n-Butanol	71-36-3	2	0.67	ug/L
541 WUCMR	2-Methoxyethanol	109-86-4	0.4	0.13	ug/L
544 WUCMR	MC-LA	96180-79-9	0.008	0.0027	ug/L
544 WUCMR	MC-LF	154037-70-4	0.006	0.002	ug/L
544 WUCMR	MC-LR	101043-37-2	0.02	0.0067	ug/L
544 WUCMR	MC-LY	123304-10-9	0.009	0.003	ug/L
544 WUCMR	MC-RR	111755-37-4	0.006	0.002	ug/L
544 WUCMR	MC-YR	101064-48-6	0.02	0.0067	ug/L
544 WUCMR	Nodularin	118399-22-7	0.005	0.0017	ug/L
545 W	Cylindrospermopsin		0.09	0.03	ug/L
545 W	Anatoxin		0.03	0.01	ug/L
546 W	Total Microcystins		0.3	0.1	ug/L
547 W	Glyphosate		6	4.23	ug/L
548 W	Endothall		9	3.33	ug/L
549 W	Paraquat	1910-42-5	0.4	0.1628	ug/L
549 W	Diquat	85-00-7	0.4	0.1601	ug/L
5523 W	Monochloroacetic Acid	79-11-8	1	0.9	ug/L
5523 W	Monobromoacetic Acid	79-08-3	1	0.29	ug/L
5523 W	Dichloroacetic Acid	79-43-6	1	0.24	ug/L
5523 W	Trichloroacetic Acid	76-03-9	1	0.26	ug/L
5523 W	Dibromoacetic Acid	631-64-1	1	0.434	ug/L
5523 W	Haloacetic Acids (Total)		1	0.9	ug/L
5523 WUCMR	Monochloroacetic Acid	79-11-8	2	0.67	ug/L

5523 WUCMR	Monobromoacetic Acid	79-08-3	0.3	0.1	ug/L
5523 WUCMR	Dichloroacetic Acid	79-43-6	0.2	0.067	ug/L
5523 WUCMR	Trichloroacetic Acid	76-03-9	0.5	0.17	ug/L
5523 WUCMR	Dibromoacetic Acid	631-64-1	0.3	0.1	ug/L
5523 WUCMR	Bromochloroacetic Acid	5589-96-8	0.3	0.1	ug/L
5523 WUCMR	Haloacetic Acids (Total)		2	0.67	ug/L
5523 WUCMR	Bromodichloroacetic Acid	71133-14-7	0.5	0.17	ug/L
5523 WUCMR	Chlorodibromoacetic Acid	5278-95-5	0.3	0.1	ug/L
5523 WUCMR	Tribromoacetic Acid	75-96-7	2	0.67	ug/L
5523 WUCMR	Total Brominated HAAs		2	0.67	ug/L
5523 WUCMR	HAA9 Group		2	0.67	ug/L
5540C W2	MBAS, Calculated as LAS		0.2	0.099	mg/L
5910BW	U254 UV Absorbing		0.009	0.0016	cm-1
1604 WDVSS	Volatile Dissolved Solids		5	5	mg/L
2007 W	Aluminum	7429-90-5	100	30.7	ug/L
2007 W	Antimony	7440-36-0	15	5.5	ug/L
2007 W	Arsenic	7440-38-2	10	7.1	ug/L
2007 W	Barium	7440-39-3	10	0.84	ug/L
2007 W	Beryllium	7440-41-7	4	1.6	ug/L
2007 W	Boron	7440-42-8	50	12.4	ug/L
2007 W	Cadmium	7440-43-9	1	0.33	ug/L
2007 W	Calcium	7440-70-2	500	64.1	ug/L
2007 W	Chromium	7440-47-3	5	1.7	ug/L
2007 W	Cobalt	7440-48-4	10	0.96	ug/L
2007 W	Copper	7440-50-8	5	2.6	ug/L
2007 W	Iron	7439-89-6	40	9.2	ug/L
2007 W	Lead	7439-92-1	10	4.6	ug/L
2007 W	Magnesium	7439-95-4	500	84	ug/L
2007 W	Manganese	7439-96-5	5	0.42	ug/L
2007 W	Molybdenum	7439-98-7	10	1.6	ug/L
2007 W	Nickel	7440-02-0	5	2.1	ug/L
2007 W	Potassium	7440-09-7	1000	150.4	ug/L
2007 W	Silver	7440-22-4	5	1	ug/L
2007 W	Sodium	7440-23-5	2000	272.7	ug/L
2007 W	Vanadium	7440-62-2	10	1	ug/L
2007 W	Zinc	7440-66-6	20	11	ug/L
2007 W	Thallium	7440-28-0	15	6.6	ug/L
2007 W	Tin	7440-31-5	50	40.1	ug/L
2007 W	Selenium	7782-49-2	15	8.5	ug/L
2007 W	Silicon	7440-21-3	100	45.7	ug/L
2007 W	Strontium	7440-24-6	10	0.73	ug/L
2008 W	Beryllium	7440-41-7	0.1	0.0327	ug/L
2008 W	Aluminum	7429-90-5	10	8.64	ug/L
2008 W	Vanadium	7440-62-2	1	0.91	ug/L
2008 W	Chromium	7440-47-3	1	0.5	ug/L
2008 W	Manganese	7439-96-5	1	0.69	ug/L
2008 W	Cobalt	7440-48-4	1	0.244	ug/L
2008 W	Nickel	7440-02-0	1	0.62	ug/L
2008 W	Copper	7440-50-8	1	0.93	ug/L
2008 W	Zinc	7440-66-6	5	4.29	ug/L
2008 W	Arsenic	7440-38-2	1	0.5	ug/L

2008 W	Selenium	7782-49-2	2	1.23	ug/L
2008 W	Molybdenum	7439-98-7	1	0.5	ug/L
2008 W	Silver	7440-22-4	0.5	0.21	ug/L
2008 W	Cadmium	7440-43-9	0.1	0.05	ug/L
2008 W	Antimony	7440-36-0	1	0.5	ug/L
2008 W	Barium	7440-39-3	1	0.5	ug/L
2008 W	Thallium	7440-28-0	1	0.1066	ug/L
2008 W	Lead	7439-92-1	1	0.221	ug/L
2008 W	Uranium	7440-61-1	1	0.22	ug/L
2186 W	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2187 W	Chromium, Hexavalent	18540-29-9	0.025	0.0133	ug/L
2310B W	Acidity, Total		1	1	mg/L
2320BW	Alkalinity, Total as CaCO3		5	5	mg/L
3000 W	Nitrite as N	14797-65-0	0.05	0.025	mg/L
3000 W	Nitrate as N	14797-55-8	0.05	0.025	mg/L
3000 W	Orthophosphate as P		0.1	0.05	mg/L
3000 W	Nitrate-Nitrite (as N)	7727-37-9	1	0.05	mg/L
3000 W28	Bromide	24959-67-9	0.1	0.0362	mg/L
3000 W28	Chloride	16887-00-6	5	2.5	mg/L
3000 W28	Fluoride	16984-48-8	0.05	0.0146	mg/L
3000 W28	Sulfate	14808-79-8	5	2.5	mg/L
3001W	Chlorite		5	1.276	ug/L
3001 W28	Bromide	24959-67-9	5	3.96	ug/L
3001 W28	Bromate	15541-45-4	1	0.64	ug/L
3001 W28	Chlorate	7790-93-4	5	2.15	ug/L
3354 W	Cyanide	57-12-5	0.01	0.005	mg/L
3501 W	Nitrogen, Ammonia	7664-41-7	0.05	0.0348	mg/L
3512 W	Nitrogen, Kjeldahl, Total	7727-37-9	0.5	0.086	mg/L
3532 W	Nitrogen, Nitrite	14797-65-0	0.05	0.025	mg/L
3532 W	Nitrogen, Nitrate	14797-55-8	0.05	0.025	mg/L
3532 W	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
3532 WN	Nitrogen, NO2 plus NO3		0.05	0.033	mg/L
3651 WO	Orthophosphate as P		0.004	0.0038	mg/L
3653WLL2	Phosphorus, Total (as P)	7723-14-0	0.004	0.0028	mg/L
3654 TW	Phosphorus, Total (as P)	7723-14-0	0.1	0.05	mg/L
4104 W	Chemical Oxygen Demand		20	12.5	mg/L
4204 W2	Phenolics, Total		0.01	0.005	mg/L
4204WLOW	Phenolics, Total Recoverable LL		0.001	0.0006	mg/L
4500CLD	Chlorine, Total	7782-50-5	0.1	0.1	mg/L
4500CLD	Chlorine, Free	7782-50-5	0.1	0.1	mg/L
4500CLD	Chloramine	10599-90-3	0.1	0.1	mg/L
4500CLD	Monochloramine		0.1	0.1	mg/L
4500CLD	Dichloramine		0.1	0.1	mg/L
4500CIO2	Chlorine Dioxide		0.2	0.107	mg/L
4500S2F W	Sulfide	18496-25-8	0.1	0.1	mg/L
5310B W	Total Organic Carbon	7440-44-0	1	0.5	mg/L
5310BWD	Dissolved Organic Carbon		1	0.5	mg/L
6010 W35	Aluminum	7429-90-5	100	30.7	ug/L
6010 W35	Antimony	7440-36-0	15	5.5	ug/L
6010 W35	Arsenic	7440-38-2	10	7.1	ug/L

6010 W35	Barium	7440-39-3	10	0.84	ug/L
6010 W35	Beryllium	7440-41-7	4	1.6	ug/L
6010 W35	Boron	7440-42-8	50	12.4	ug/L
6010 W35	Cadmium	7440-43-9	1	0.33	ug/L
6010 W35	Calcium	7440-70-2	500	64.1	ug/L
6010 W35	Chromium	7440-47-3	5	1.7	ug/L
6010 W35	Cobalt	7440-48-4	10	0.96	ug/L
6010 W35	Copper	7440-50-8	5	2.6	ug/L
6010 W35	Iron	7439-89-6	40	9.2	ug/L
6010 W35	Lead	7439-92-1	10	4.6	ug/L
6010 W35	Magnesium	7439-95-4	500	84	ug/L
6010 W35	Manganese	7439-96-5	5	0.42	ug/L
6010 W35	Molybdenum	7439-98-7	10	1.6	ug/L
6010 W35	Nickel	7440-02-0	5	2.1	ug/L
6010 W35	Potassium	7440-09-7	1000	150.4	ug/L
6010 W35	Selenium	7782-49-2	15	8.5	ug/L
6010 W35	Zinc	7440-66-6	20	11	ug/L
6010 W35	Silver	7440-22-4	5	1	ug/L
6010 W35	Sodium	7440-23-5	2000	272.7	ug/L
6010 W35	Vanadium	7440-62-2	10	1	ug/L
6010 W35	Thallium	7440-28-0	15	6.6	ug/L
6010 W35	Tin	7440-31-5	50	40.1	ug/L
6010 W35	Strontium	7440-24-6	10	0.73	ug/L
6010 W35	Sulfur		200	16.7	ug/L
6010 W35	Ca Hardness as CaCO3 (SM 2340B		1248	160.1	ug/L
6010 W35	Mg Hardness as CaCO3		2060	345.9	ug/L
6010 W35	Tot Hardness asCaCO3 (SM		3208	506	ug/L
6010 W35	Phosphorus	7723-14-0	45	14	ug/L
6010 W35	Titanium	7440-32-6	100	38.4	ug/L
6010 W35	Silicon	7440-21-3	100	45.7	ug/L
6010 W35	Silica	7631-86-9	214	97.8	ug/L
6020 W35	Aluminum	7429-90-5	10	8.64	ug/L
6020 W35	Antimony	7440-36-0	1	0.5	ug/L
6020 W35	Arsenic	7440-38-2	1	0.5	ug/L
6020 W35	Barium	7440-39-3	1	0.5	ug/L
6020 W35	Boron	7440-42-8	5	2.5	ug/L
6020 W35	Beryllium	7440-41-7	0.1	0.0327	ug/L
6020 W35	Cadmium	7440-43-9	0.1	0.05	ug/L
6020 W35	Chromium	7440-47-3	1	0.5	ug/L
6020 W35	Cobalt	7440-48-4	1	0.244	ug/L
6020 W35	Copper	7440-50-8	1	0.93	ug/L
6020 W35	Iron	7439-89-6	10	6.37	ug/L
6020 W35	Lead	7439-92-1	1	0.221	ug/L
6020 W35	Manganese	7439-96-5	1	0.69	ug/L
6020 W35	Molybdenum	7439-98-7	1	0.5	ug/L
6020 W35	Nickel	7440-02-0	1	0.62	ug/L
6020 W35	Selenium	7782-49-2	2	1.23	ug/L
6020 W35	Zinc	7440-66-6	5	4.29	ug/L
6020 W35	Silver	7440-22-4	0.5	0.21	ug/L
6020 W35	Vanadium	7440-62-2	1	0.91	ug/L

6020 W35	Thallium	7440-28-0	1	0.1066	ug/L
6020 W35	Tin	7440-31-5	5		ug/L
6020 W35	Strontium	7440-24-6	1	0.5	ug/L
6020 W35	Titanium	7440-32-6	1	0.416	ug/L
608 PCB W	PCB-1016 (Aroclor 1016)	12674-11-2	0.5	0.08	ug/L
608 PCB W	PCB-1221 (Aroclor 1221)	11104-28-2	0.5	0.081	ug/L
608 PCB W	PCB-1232 (Aroclor 1232)	11141-16-5	0.5	0.118	ug/L
608 PCB W	PCB-1242 (Aroclor 1242)	53469-21-9	0.5	0.126	ug/L
608 PCB W	PCB-1248 (Aroclor 1248)	12672-29-6	0.5	0.275	ug/L
608 PCB W	PCB-1254 (Aroclor 1254)	11097-69-1	0.5	0.145	ug/L
608 PCB W	PCB-1260 (Aroclor 1260)	11096-82-5	0.5	0.11	ug/L
608 PEST W	Aldrin	309-00-2	0.08	0.0701	ug/L
608 PEST W	alpha-BHC	319-84-6	0.01	0.0021	ug/L
608 PEST W	beta-BHC	319-85-7	0.03	0.02	ug/L
608 PEST W	delta-BHC	319-86-8	0.01	0.0048	ug/L
608 PEST W	gamma-BHC (Lindane)	58-89-9	0.01	0.0022	ug/L
608 PEST W	Dieldrin	60-57-1	0.03	0.002	ug/L
608 PEST W	Endosulfan I	959-98-8	0.01	0.0051	ug/L
608 PEST W	Endosulfan II	33213-65-9	0.01	0.004	ug/L
608 PEST W	Endrin	72-20-8	0.01	0.0043	ug/L
608 PEST W	Heptachlor	76-44-8	0.01	0.0062	ug/L
608 PEST W	Heptachlor epoxide	1024-57-3	0.02	0.0157	ug/L
608 PEST W	4,4'-DDE	72-55-9	0.01	0.005	ug/L
608 PEST W	4,4'-DDT	50-29-3	0.01	0.0051	ug/L
608 PEST W	4,4'-DDD	72-54-8	0.01	0.0027	ug/L
608 PEST W	Chlordane (Technical)	57-74-9	0.5	0.2461	ug/L
608 PEST W	Endosulfan sulfate	1031-07-8	0.1	0.0062	ug/L
608 PEST W	Toxaphene	8001-35-2	0.5	0.25	ug/L
608 PEST W	Endrin aldehyde	7421-93-4	0.1	0.0036	ug/L
608 PEST W	Endrin ketone	53494-70-5	0.01	0.005	ug/L
608 PEST W	alpha-Chlordane	5103-71-9	0.01	0.0082	ug/L
608 PEST W	gamma-Chlordane	5103-74-2	0.1	0.0904	ug/L
608 PEST W	Methoxychlor	72-43-5	0.01	0.0042	ug/L
608 PEST W	Mirex	2385-85-5	0.1	0.0032	ug/L
6241 W	Chloromethane	74-87-3	3	0.97	ug/L
6241 W	Vinyl chloride	75-01-4	1.5	0.39	ug/L
6241 W	Bromomethane	74-83-9	12	4	ug/L
6241 W	Chloroethane	75-00-3	12	3.73	ug/L
6241 W	Trichlorofluoromethane	75-69-4	1.5	0.35	ug/L
6241 W	Methylene Chloride	75-09-2	5	1	ug/L
6241 W	1,1-Dichloroethene	75-35-4	1	0.27	ug/L
6241 W	trans-1,2-Dichloroethene	156-60-5	1	0.23	ug/L
6241 W	1,1-Dichloroethane	75-34-3	1	0.34	ug/L
6241 W	cis-1,2-Dichloroethene	156-59-2	1	0.27	ug/L
6241 W	1,2-Dichloroethene (Total)	540-59-0	1	0.27	ug/L
6241 W	Chloroform	67-66-3	1	0.32	ug/L
6241 W	1,1,1-Trichloroethane	71-55-6	1	0.3	ug/L
6241 W	Carbon tetrachloride	56-23-5	4	1.14	ug/L
6241 W	Benzene	71-43-2	1	0.3	ug/L
6241 W	1,2-Dichloroethane	107-06-2	1	0.21	ug/L
6241 W	Trichloroethene	79-01-6	1.2	0.36	ug/L

6241 W	1,2-Dichloropropane	78-87-5	1	0.23	ug/L
6241 W	Bromodichloromethane	75-27-4	0.6	0.19	ug/L
6241 W	trans-1,3-Dichloropropene	10061-02-6	0.6	0.17	ug/L
6241 W	Toluene	108-88-3	1	0.33	ug/L
6241 W	cis-1,3-Dichloropropene	10061-01-5	0.6	0.17	ug/L
6241 W	1,1,2-Trichloroethane	79-00-5	1	0.3	ug/L
6241 W	Tetrachloroethene	127-18-4	1.5	0.38	ug/L
6241 W	Dibromochloromethane	124-48-1	2	0.45	ug/L
6241 W	Chlorobenzene	108-90-7	1.5	0.35	ug/L
6241 W	Ethylbenzene	100-41-4	1	0.3	ug/L
6241 W	Xylene (Total)	1330-20-7	6.5	2.06	ug/L
6241 W	Bromoform	75-25-2	8	2.65	ug/L
6241 W	1,1,2,2-Tetrachloroethane	79-34-5	0.6	0.2	ug/L
6241 W	1,3-Dichlorobenzene	541-73-1	1	0.33	ug/L
6241 W	1,4-Dichlorobenzene	106-46-7	1	0.28	ug/L
6241 W	1,2-Dichlorobenzene	95-50-1	1	0.29	ug/L
6241 W	Acrolein	107-02-8	20	6.19	ug/L
6241 W	Acrylonitrile	107-13-1	12	3.69	ug/L
6241 W	2-Chloroethylvinyl ether	110-75-8	10	1.45	ug/L
6241 W	m&p-Xylene	179601-23-1	6.5	2.06	ug/L
6241 W	o-Xylene	95-47-6	1	0.27	ug/L
7470 W	Mercury	7439-97-6	0.2	0.09	ug/L
8011 W	1,2-Dibromoethane (EDB)	106-93-4	0.01	0.0075	ug/L
8011 W	1,2-Dibromo-3-chloropropane	96-12-8	0.02	0.0064	ug/L
8081 W	alpha-BHC	319-84-6	0.01	0.0021	ug/L
8081 W	gamma-BHC (Lindane)	58-89-9	0.01	0.0022	ug/L
8081 W	beta-BHC	319-85-7	0.03	0.02	ug/L
8081 W	Heptachlor	76-44-8	0.01	0.0062	ug/L
8081 W	delta-BHC	319-86-8	0.01	0.0048	ug/L
8081 W	Aldrin	309-00-2	0.08	0.0701	ug/L
8081 W	Heptachlor epoxide	1024-57-3	0.02	0.0157	ug/L
8081 W	Endosulfan I	959-98-8	0.01	0.0051	ug/L
8081 W	4,4'-DDE	72-55-9	0.01	0.005	ug/L
8081 W	Dieldrin	60-57-1	0.03	0.002	ug/L
8081 W	Endrin	72-20-8	0.01	0.0043	ug/L
8081 W	4,4'-DDD	72-54-8	0.01	0.0027	ug/L
8081 W	Endosulfan II	33213-65-9	0.01	0.004	ug/L
8081 W	4,4'-DDT	50-29-3	0.01	0.0051	ug/L
8081 W	Endrin aldehyde	7421-93-4	0.1	0.0036	ug/L
8081 W	Endosulfan sulfate	1031-07-8	0.1	0.0062	ug/L
8081 W	Methoxychlor	72-43-5	0.01	0.0042	ug/L
8081 W	Endrin ketone	53494-70-5	0.01	0.005	ug/L
8081 W	Chlordane (Technical)	57-74-9	0.5	0.2461	ug/L
8081 W	Toxaphene	8001-35-2	0.5	0.25	ug/L
8082 W	PCB-1016 (Aroclor 1016)	12674-11-2	0.5	0.08	ug/L
8082 W	PCB-1221 (Aroclor 1221)	11104-28-2	0.5	0.081	ug/L
8082 W	PCB-1232 (Aroclor 1232)	11141-16-5	0.5	0.118	ug/L
8082 W	PCB-1242 (Aroclor 1242)	53469-21-9	0.5	0.126	ug/L
8082 W	PCB-1248 (Aroclor 1248)	12672-29-6	0.5	0.275	ug/L
8082 W	PCB-1254 (Aroclor 1254)	11097-69-1	0.5	0.145	ug/L

8082 W	PCB-1260 (Aroclor 1260)	11096-82-5	0.5	0.11	ug/L
8260 W	1,1,1,2-Tetrachloroethane	630-20-6	1	0.32	ug/L
8260 W	1,1,1-Trichloroethane	71-55-6	1	0.3	ug/L
8260 W	1,1,2,2-Tetrachloroethane	79-34-5	0.5	0.2	ug/L
8260 W	1,1,2-Trichloroethane	79-00-5	1	0.3	ug/L
8260 W	1,1-Dichloroethane	75-34-3	1	0.34	ug/L
8260 W	1,1-Dichloroethene	75-35-4	1	0.27	ug/L
8260 W	1,2,3-Trichloropropane	96-18-4	2	1.1	ug/L
8260 W	1,2,4-Trimethylbenzene	95-63-6	1	0.24	ug/L
8260 W	1,2-Dibromo-3-	96-12-8	5	1.89	ug/L
8260 W	1,2-Dibromoethane (EDB)	106-93-4	1	0.31	ug/L
8260 W	1,2-Dichlorobenzene	95-50-1	1	0.29	ug/L
8260 W	1,2-Dichloroethane	107-06-2	1	0.27	ug/L
8260 W	1,2-Dichloroethene (Total)	540-59-0	1	0.27	ug/L
8260 W	1,2-Dichloropropane	78-87-5	1	0.23	ug/L
8260 W	1,3,5-Trimethylbenzene	108-67-8	1	0.24	ug/L
8260 W	1,4-Dichlorobenzene	106-46-7	1	0.28	ug/L
8260 W	2-Butanone (MEK)	78-93-3	10	7.49	ug/L
8260 W	2-Hexanone	591-78-6	10	0.85	ug/L
8260 W	4-Methyl-2-pentanone	108-10-1	10	0.32	ug/L
8260 W	Acetone	67-64-1	20	5.27	ug/L
8260 W	Acetonitrile	75-05-8	40	24.5	ug/L
8260 W	Benzene	71-43-2	1	0.3	ug/L
8260 W	Bromochloromethane	74-97-5	1	0.37	ug/L
8260 W	Bromodichloromethane	75-27-4	0.6	0.19	ug/L
8260 W	Bromoform	75-25-2	3	2.65	ug/L
8260 W	Bromomethane	74-83-9	5	4	ug/L
8260 W	Carbon disulfide	75-15-0	10	0.45	ug/L
8260 W	Carbon tetrachloride	56-23-5	3	1.14	ug/L
8260 W	Chlorobenzene	108-90-7	1	0.35	ug/L
8260 W	Chloroethane	75-00-3	10	3.73	ug/L
8260 W	Chloroform	67-66-3	1	0.32	ug/L
8260 W	Chloromethane	74-87-3	1	0.97	ug/L
8260 W	cis-1,2-Dichloroethene	156-59-2	1	0.27	ug/L
8260 W	cis-1,3-Dichloropropene	10061-01-5	0.5	0.17	ug/L
8260 W	Dibromochloromethane	124-48-1	2	0.45	ug/L
8260 W	Dibromomethane	74-95-3	2	0.68	ug/L
8260 W	Ethylbenzene	100-41-4	1	0.3	ug/L
8260 W	Iodomethane	74-88-4	10	9.34	ug/L
8260 W	Isopropylbenzene	98-82-8	1	0.3	ug/L
8260 W	Methylene Chloride	75-09-2	5	1.98	ug/L
8260 W	Methyl-tert-butyl ether	1634-04-4	2	0.51	ug/L
8260 W	Styrene	100-42-5	1	0.26	ug/L
8260 W	Tetrachloroethene	127-18-4	1	0.38	ug/L
8260 W	Toluene	108-88-3	1	0.33	ug/L
8260 W	trans-1,2-Dichloroethene	156-60-5	1	0.23	ug/L
8260 W	trans-1,3-Dichloropropene	10061-02-6	0.5	0.17	ug/L
8260 W	trans-1,4-Dichloro-2-butene	110-57-6	10	2.5	ug/L
8260 W	Trichloroethene	79-01-6	1	0.36	ug/L
8260 W	Trichlorofluoromethane	75-69-4	1	0.35	ug/L
8260 W	Vinyl acetate	108-05-4	10	0.19	ug/L

8260 W	Vinyl chloride	75-01-4	1	0.39	ug/L
8260 W	m&p-Xylene	179601-23-1	4	2.06	ug/L
8260 W	o-Xylene	95-47-6	1	0.27	ug/L
8260 W	Xylene (Total)	1330-20-7	5	2.06	ug/L
8270 PAHLV	Naphthalene	91-20-3	2	0.292	ug/L
8270 PAHLV	Naphthalene	91-20-3	2	0.292	ug/L
8270 PAHLV	2-Methylnaphthalene	91-57-6	2	0.684	ug/L
8270 PAHLV	2-Methylnaphthalene	91-57-6	2	0.684	ug/L
8270 PAHLV	1-Methylnaphthalene	90-12-0	2	0.193	ug/L
8270 PAHLV	1-Methylnaphthalene	90-12-0	2	0.193	ug/L
8270 PAHLV	Acenaphthylene	208-96-8	0.5	0.0305	ug/L
8270 PAHLV	Acenaphthylene	208-96-8	0.5	0.0305	ug/L
8270 PAHLV	Acenaphthene	83-32-9	0.5	0.0398	ug/L
8270 PAHLV	Acenaphthene	83-32-9	0.5	0.0398	ug/L
8270 PAHLV	Fluorene	86-73-7	0.5	0.0875	ug/L
8270 PAHLV	Fluorene	86-73-7	0.5	0.0875	ug/L
8270 PAHLV	Phenanthrene	85-01-8	0.5	0.1582	ug/L
8270 PAHLV	Phenanthrene	85-01-8	0.5	0.1582	ug/L
8270 PAHLV	Anthracene	120-12-7	0.5	0.0432	ug/L
8270 PAHLV	Anthracene	120-12-7	0.5	0.0432	ug/L
8270 PAHLV	Fluoranthene	206-44-0	0.5	0.018	ug/L
8270 PAHLV	Fluoranthene	206-44-0	0.5	0.018	ug/L
8270 PAHLV	Pyrene	129-00-0	0.5	0.0321	ug/L
8270 PAHLV	Pyrene	129-00-0	0.5	0.0321	ug/L
8270 PAHLV	Benzo(a)anthracene	56-55-3	0.1	0.0554	ug/L
8270 PAHLV	Benzo(a)anthracene	56-55-3	0.1	0.0554	ug/L
8270 PAHLV	Chrysene	218-01-9	0.5	0.0255	ug/L
8270 PAHLV	Chrysene	218-01-9	0.5	0.0255	ug/L
8270 PAHLV	Benzo(a)pyrene	50-32-8	0.2	0.123	ug/L
8270 PAHLV	Benzo(a)pyrene	50-32-8	0.2	0.123	ug/L
8270 PAHLV	Benzo(b)fluoranthene	205-99-2	0.1	0.0267	ug/L
8270 PAHLV	Benzo(b)fluoranthene	205-99-2	0.1	0.0267	ug/L
8270 PAHLV	Indeno(1,2,3-cd)pyrene	193-39-5	0.15	0.1214	ug/L
8270 PAHLV	Indeno(1,2,3-cd)pyrene	193-39-5	0.15	0.1214	ug/L
8270 PAHLV	Dibenz(a,h)anthracene	53-70-3	0.15	0.1294	ug/L
8270 PAHLV	Dibenz(a,h)anthracene	53-70-3	0.15	0.1294	ug/L
8270 PAHLV	Benzo(g,h,i)perylene	191-24-2	0.5	0.147	ug/L
8270 PAHLV	Benzo(g,h,i)perylene	191-24-2	0.5	0.147	ug/L
8270 PAHLV	Benzo(k)fluoranthene	207-08-9	0.5	0.1599	ug/L
8270 PAHLV	Benzo(k)fluoranthene	207-08-9	0.5	0.1599	ug/L
8270 WSEP	Phenol	108-95-2	5	0.63	ug/L
8270 WSEP	bis(2-Chloroethyl) ether	111-44-4	4	0.34	ug/L
8270 WSEP	2-Chlorophenol	95-57-8	5	1.35	ug/L
8270 WSEP	1,3-Dichlorobenzene	541-73-1	5	1.52	ug/L
8270 WSEP	1,4-Dichlorobenzene	106-46-7	5	1.54	ug/L
8270 WSEP	1,2-Dichlorobenzene	95-50-1	5	1.53	ug/L
8270 WSEP	2-Methylphenol(o-Cresol)	95-48-7	5	0.3	ug/L
8270 WSEP	bis(2-Chloroisopropyl) ether	108-60-1	6	1.79	ug/L
8270 WSEP	3&4-Methylphenol(m&p		10	0.22	ug/L
8270 WSEP	N-Nitroso-di-n-propylamine	621-64-7	4	0.33	ug/L
8270 WSEP	Hexachloroethane	67-72-1	5	1.37	ug/L

8270 WSEP	Nitrobenzene	98-95-3	4	0.37	ug/L
8270 WSEP	Isophorone	78-59-1	5	1.67	ug/L
8270 WSEP	2-Nitrophenol	88-75-5	5	1.36	ug/L
8270 WSEP	2,4-Dimethylphenol	105-67-9	5	1.03	ug/L
8270 WSEP	2,4-Dichlorophenol	120-83-2	2	0.34	ug/L
8270 WSEP	1,2,4-Trichlorobenzene	120-82-1	5	1.43	ug/L
8270 WSEP	Naphthalene	91-20-3	5	0.39	ug/L
8270 WSEP	4-Chloroaniline	106-47-8	5	1.41	ug/L
8270 WSEP	Hexachloro-1,3-butadiene	87-68-3	2	0.35	ug/L
8270 WSEP	4-Chloro-3-methylphenol	59-50-7	20	5.41	ug/L
8270 WSEP	2-Methylnaphthalene	91-57-6	5	0.28	ug/L
8270 WSEP	Hexachlorocyclopentadiene	77-47-4	11	3.43	ug/L
8270 WSEP	2,4,6-Trichlorophenol	88-06-2	2	0.36	ug/L
8270 WSEP	2,4,5-Trichlorophenol	95-95-4	4	0.23	ug/L
8270 WSEP	2-Chloronaphthalene	91-58-7	5	0.34	ug/L
8270 WSEP	2-Nitroaniline	88-74-4	5	1.29	ug/L
8270 WSEP	Dimethylphthalate	131-11-3	5	1.42	ug/L
8270 WSEP	Acenaphthylene	208-96-8	5	0.3	ug/L
8270 WSEP	2,6-Dinitrotoluene	606-20-2	2	0.28	ug/L
8270 WSEP	3-Nitroaniline	99-09-2	5	1.29	ug/L
8270 WSEP	Acenaphthene	83-32-9	5	0.36	ug/L
8270 WSEP	2,4-Dinitrophenol	51-28-5	20	2.65	ug/L
8270 WSEP	4-Nitrophenol	100-02-7	20	1.95	ug/L
8270 WSEP	Dibenzofuran	132-64-9	5	1.47	ug/L
8270 WSEP	2,4-Dinitrotoluene	121-14-2	4	0.27	ug/L
8270 WSEP	Diethylphthalate	84-66-2	5	1.41	ug/L
8270 WSEP	4-Chlorophenylphenyl ether	7005-72-3	5	1.44	ug/L
8270 WSEP	Fluorene	86-73-7	5	0.34	ug/L
8270 WSEP	4-Nitroaniline	100-01-6	4	0.19	ug/L
8270 WSEP	4,6-Dinitro-2-methylphenol	534-52-1	20	4.58	ug/L
8270 WSEP	N-Nitrosodiphenylamine	86-30-6	5	1.21	ug/L
8270 WSEP	4-Bromophenylphenyl ether	101-55-3	5	1.66	ug/L
8270 WSEP	Hexachlorobenzene	118-74-1	1	0.29	ug/L
8270 WSEP	Pentachlorophenol	87-86-5	20	1.65	ug/L
8270 WSEP	Phenanthrene	85-01-8	5	0.23	ug/L
8270 WSEP	Anthracene	120-12-7	5	0.22	ug/L
8270 WSEP	Di-n-butylphthalate	84-74-2	5	1.06	ug/L
8270 WSEP	Fluoranthene	206-44-0	5	0.21	ug/L
8270 WSEP	Pyrene	129-00-0	5	0.21	ug/L
8270 WSEP	Butylbenzylphthalate	85-68-7	5	1.12	ug/L
8270 WSEP	3,3'-Dichlorobenzidine	91-94-1	10	1.05	ug/L
8270 WSEP	Benzo(a)anthracene	56-55-3	5	0.2	ug/L
8270 WSEP	Chrysene	218-01-9	5	0.2	ug/L
8270 WSEP	bis(2-Ethylhexyl)phthalate	117-81-7	5	1.12	ug/L
8270 WSEP	Di-n-octylphthalate	117-84-0	5	0.92	ug/L
8270 WSEP	Benzo(b)fluoranthene	205-99-2	2	0.27	ug/L
8270 WSEP	Benzo(k)fluoranthene	207-08-9	4	0.18	ug/L
8270 WSEP	Benzo(a)pyrene	50-32-8	1	0.17	ug/L
8270 WSEP	Indeno(1,2,3-cd)pyrene	193-39-5	2	0.17	ug/L
8270 WSEP	Dibenz(a,h)anthracene	53-70-3	2	0.18	ug/L
8270 WSEP	Benzo(g,h,i)perylene	191-24-2	5	0.17	ug/L

8270 WSEP	Carbazole	86-74-8	5	1.11	ug/L
8270 WSEP	Caprolactam	105-60-2	5	0.4	ug/L
8270 WSEP	2,3,4,6-Tetrachlorophenol	58-90-2	5	1.05	ug/L
8270 WSEP	1,2-Diphenylhydrazine	122-66-7	5	1.4	ug/L
8270 WSEP	Aniline	62-53-3	5	0.94	ug/L
8270 WSEP	Benzidine	92-87-5	25	0.87	ug/L
8270 WSEP	bis(2-	111-91-1	5	1.62	ug/L
8270 WSEP	N-Nitrosodimethylamine	62-75-9	2	0.2	ug/L
8270 WSEP	Pyridine	110-86-1	5	1.12	ug/L
8270 WSEP	1-Methylnaphthalene	90-12-0	5	0.36	ug/L
8270 WSEP	2,3,5,6-Tetrachlorophenol	935-95-5	9	1.86	ug/L
8270 WSEP	1,2-Dinitrobenzene	528-29-0	6	1.91	ug/L
8270 WSEP	1,3-Dinitrobenzene	99-65-0	8	1.15	ug/L
8270 WSEP	Benzyl alcohol	100-51-6	5	1.26	ug/L
9012 W	Cyanide	57-12-5	0.01	0.005	mg/L
9040 W	pH at 25 Degrees C		0.1	0.1	Std. Units
9056 W	Bromide	24959-67-9	0.1	0.0362	mg/L
9056 W	Chloride	16887-00-6	5	2.5	mg/L
9056 W	Fluoride	16984-48-8	0.05	0.0146	mg/L
9056 W	Sulfate	14808-79-8	5	2.5	mg/L
9066 W2	Phenolics, Total		0.01	0.005	mg/L
9222D	Fecal Coliforms		1	1	CFU/100 mL
CHLA W	Chlorophyll a		5	1.01	mg/m3
CHLA W	Chlorophyll b		5	1.01	mg/m3
CHLA W	Chlorophyll c		5	1.01	mg/m3
CHLA W	Chlorophyll a (Corrected)		5	1.01	mg/m3
CHLA W	Pheophytin		5	1.01	mg/m3
FLPRO WLW	Petroleum Range Organics		1	0.8	mg/L
TPHCWGWT	Aromatic (>C05-C07)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C07-C08)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C08-C10)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C10-C12)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C12-C16)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C16-C21)		100	0.35	mg/L
TPHCWGWT	Aromatic (>C21-C35)		100	0.35	mg/L
TPHCWGWT	Aliphatic (>C05-C06)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C06-C08)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C08-C10)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C10-C12)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C12-C16)		74	0.259	mg/L
TPHCWGWT	Aliphatic (>C16-C35)		74	0.259	mg/L
TPHCWGWT	TPH Total (C05-C35)		100	0.35	mg/L
625 W	1,2,4-Trichlorobenzene	120-82-1	5	0.98	ug/L
625 W	2,4,6-Trichlorophenol	88-06-2	10	1.3	ug/L
625 W	2,4-Dichlorophenol	120-83-2	5	1.7	ug/L
625 W	2,4-Dimethylphenol	105-67-9	10	1.2	ug/L
625 W	2,4-Dinitrophenol	51-28-5	50	9	ug/L
625 W	2,4-Dinitrotoluene	121-14-2	5	0.9	ug/L
625 W	2,6-Dinitrotoluene	606-20-2	5	0.98	ug/L

625 W	2-Chloronaphthalene	91-58-7	5	0.98	ug/L
625 W	2-Chlorophenol	95-57-8	5	1.3	ug/L
625 W	2-Nitrophenol	88-75-5	5	0.91	ug/L
625 W	3,3'-Dichlorobenzidine	91-94-1	25	2.1	ug/L
625 W	4,6-Dinitro-2-methylphenol	534-52-1	20	2.6	ug/L
625 W	4-Bromophenylphenyl ether	101-55-3	5	0.82	ug/L
625 W	4-Chloro-3-methylphenol	59-50-7	5	3.7	ug/L
625 W	4-Chlorophenylphenyl ether	7005-72-3	5	0.87	ug/L
625 W	4-Nitrophenol	100-02-7	50	4.1	ug/L
625 W	Acenaphthene	83-32-9	5	0.25	ug/L
625 W	Acenaphthylene	208-96-8	5	0.21	ug/L
625 W	Anthracene	120-12-7	5	0.14	ug/L
625 W	Butylbenzylphthalate	85-68-7	5	0.79	ug/L
625 W	Benzo(k)fluoranthene	207-08-9	5	0.43	ug/L
625 W	Benzo(g,h,i)perylene	191-24-2	5	0.38	ug/L
625 W	Benzo(a)anthracene	56-55-3	5	0.33	ug/L
625 W	Benzo(b)fluoranthene	205-99-2	5	0.28	ug/L
625 W	Benzo(a)pyrene	50-32-8	5	0.3	ug/L
625 W	bis(2-	111-91-1	10	0.92	ug/L
625 W	bis(2-Chloroethyl) ether	111-44-4	5	1	ug/L
625 W	bis(2-Ethylhexyl)phthalate	117-81-7	5	0.79	ug/L
625 W	Chrysene	218-01-9	5	0.21	ug/L
625 W	Dibenz(a,h)anthracene	53-70-3	5	0.55	ug/L
625 W	Dimethylphthalate	131-11-3	5	0.76	ug/L
625 W	Di-n-butylphthalate	84-74-2	5	0.75	ug/L
625 W	Di-n-octylphthalate	117-84-0	5	0.66	ug/L
625 W	Diethylphthalate	84-66-2	5	0.58	ug/L
625 W	Fluorene	86-73-7	5	0.21	ug/L
625 W	Fluoranthene	206-44-0	5	0.21	ug/L
625 W	Hexachloro-1,3-butadiene	87-68-3	5	0.94	ug/L
625 W	Hexachlorobenzene	118-74-1	5	0.72	ug/L
625 W	Hexachlorocyclopentadiene	77-47-4	10	0.88	ug/L
625 W	Hexachloroethane	67-72-1	5	1.1	ug/L
625 W	Indeno(1,2,3-cd)pyrene	193-39-5	5	0.29	ug/L
625 W	Isophorone	78-59-1	10	0.89	ug/L
625 W	Naphthalene	91-20-3	5	0.34	ug/L
625 W	N-Nitroso-di-n-propylamine	621-64-7	5	0.99	ug/L
625 W	Nitrobenzene	98-95-3	5	1.1	ug/L
625 W	N-Nitrosodimethylamine	62-75-9	5	0.91	ug/L
625 W	N-Nitrosodiphenylamine	86-30-6	10	1	ug/L

625 W	Phenol	108-95-2	5	1.9	ug/L
625 W	Phenanthrene	85-01-8	5	0.22	ug/L
625 W	Pentachlorophenol	87-86-5	10	4.6	ug/L
625 W	Pyrene	129-00-0	5	0.19	ug/L
625 W	2,2'-Oxybis(1-	108-60-1	5	0.95	ug/L
625 W	1,2-diphenylhydrazone	122-67-7	5	0.9	ug/L
625 W	Benzadine	92-87-5	50	501	ug/L
Benchmark EA MDL/PQL for Thallium					
200.9	Thallium		1.168	0.292	ug/L

ADDENDUM NO. 1

June 2, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: Please delete "Pages 9 through 12 of 33" from the "Invitation to Bid" and replace it with "Pages 9R through 12R of 33."

Item 2: Please delete "Pages 15 through 19 of 33" from the "Invitation to Bid" and replace it with "Pages 15R through 19R of 33."

Item 3: A copy of the Florida Department of Environmental Protection Wastewater Treatment Plant Operating Permit, signed on May 8, 2020, is provided with this addendum.

Item 4: A copy of the Bid Form submitted by Pace Analytical for Bid No. 2015-34 is provided with this addendum. This unit price contract served as the basis of award with the current vendor.

Item 5: The following additional information is being provided in response to inquiries received.

Question 1: In section Reuse Effluent Analysis, are we supposed to only price out the methods and tests you list or does this include the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods? Does this require Asbestos and Dioxin?

Answer 1: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 2: In section Wastewater, are you looking for the full Primary and Secondary Drinking Water Standards? Does this include Asbestos and Dioxin?

Answer 2: The reference to Primary and Secondary Drinking Water Standards has been removed from this section of the Itemized Bid sheet. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 3: In section Water, Primary Organics, does this include Asbestos?

Who is the most recent provider of these services to the City and what is currently being paid?

Answer 3: No, Asbestos is not included. The current provider of Laboratory Services is Pace Analytical. A copy of their original bid submittal is provided as an attachment to this addendum.

Question 4: In section Water, Regulated SOC's, does this include Dioxin?

Answer 4: No, Dioxin is not included.

Question 5: For the Subcontractors, the bid states the following: Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g." These sections include a lot of information from the subcontractors. For the Quality Manual of the sublabs, can we submit their cover page only with all signatures?

Answer 5: Subcontractor Labs must provide the information in items "a-c" and "e-g." A submission of a cover page with signatures will not comply with the requirements.

Question 6: Item #2. Bid Requirements states the following: "b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." Are we to submit, in addition to the bid document pricing, our standard pricelist? Can we submit the additional pricelist and another document with our MDLs for all parameters we are certified for? We do not have a document that list all analytes, individual prices for each analyte and the MDLs all on one page.

Answer 6: Bidders are not asked nor required to submit a separate standard pricelist. However, as additional supplemental information, bidders may, if they so choose, submit an additional price list and any other documents deemed appropriate to accompany the company's MDLs for any and all parameters for which the company is certified.

Question 7: Are we required to submit a Performance Bond (Bid Bond) for the City of Ormond Beach BID No. 2020-23; LABORATORY TESTING SERVICES ITB? Is there a percentage amount to be submitted for this ITB?

Answer 7: No Bid Bond shall be required with this Bid. No Performance Bond shall be required with this Bid.

Question 8: Could you tell us who the current incumbent is and what is the current contract pricing?

Answer 8: Pace Analytical is the current Lab Services provider. A copy of their Unit Price Submittal from the original bid award is included.

Question 9: With Weekend work being a potential can the city add a few line items to the pricing sheet? Line items for weekend Fecal coliform, weekend courier and a line for any other weekend parameter with a percentage mark up for weekend work.

Answer 9: Minimum laboratory requirements have been revised to state "The contract lab shall be available a minimum of 7 days per week." The bid form shall not be revised to accommodate the request.

Question 10: Can the city confirm a subcontractor is one that is outside the bidding company and not another location for the same company?

Answer 10: Please consider this response as an affirmative confirmation that a secondary office of the contractor is not regarded as a subcontractor.

Question 11: In the insurance section page 28 of 33 section 4 Service Bond. Could this provision be removed, or could the language be changed to allow for a letter of credit or other type of assurance instead?

Answer 11: No, the City is unwilling to remove this provision from these bid documents. However, for clarification, please be advised that the contract does not require a bid bond and does not require a performance bond. (Refer to Question 7)

Question 12: Can the requirement for providing claim information be removed from the insurance section?

Answer 12: No, the City standard requirement for providing claim information shall not be altered with these bid documents.

Question 13: Would it be possible to remove the requirement in the insurance section D3 on page 32 of 33 stating that "If requested by the City, the contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements"?

Answer 13: No, the referenced clause in the City standard documents will not be changed at this time. Specifically, the requirement to furnish complete copies of the Contractor's insurance policies, forms and endorsements, if requested, remains in effect.

Question 14: In the draft agreement page #5 b. This Agreement may not be terminated by the contractor.: Would the City please remove this provision in favor of both parties being able to terminate for default, etc.?

Answer 14: The Bid Documents will not be changed at this time. However, please note that under the Section entitled Contract Duration, either party may provide a written notice of non-renewal ninety calendar days prior to the Contract expiration date.

Question 15: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are the parameters for the Primary & Secondary Drinking Water Standard methods listed in the bid sheet table the only methods and parameters required, or it is the full primary and secondary?

Answer 15: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods as required by the permit. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 16: Page 15 of 33 Price Sheet Reuse Effluent Analysis: If the full primary and secondary is needed are Asbestos and Dioxin required for this section?

Answer 16: The bid includes the full Primary and Secondary Drinking Water Standards, as well as the other tests and methods. Asbestos and Dioxin are not included and are not part of our current permit. (A copy of the latest operating permit is provided with this addendum.)

Question 17: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Can the city please list the tables needed for this section?

Answer 17: A copy of the latest operating permit is provided with this addendum.

Question 18: Page 15 of 33 Price Sheet Reuse Effluent Analysis: Are color and odor needed for this section?

Answer 18: A copy of the latest operating permit is provided with this addendum.

Question 19: Page 15 of 33 Industrial Pre-Treatment section: The TTO only includes the 624, 625 and 608 is that correct?

Answer 19: 624, 625 & 608 are inclusive but not exclusive of other relevant applicable methods. Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 20: Page 16 Wastewater section: Primary and Secondary. Are tables 1-6 of 62-550 the only required tables and are asbestos and dioxin required?

Answer 20: Asbestos and Dioxin are not included and are not part of our current permit. A copy of the latest operating permit is provided with this addendum, and shall be referenced by prospective bidders.

Question 21: Page 16 Wastewater section: Primary and Secondary. Can the city please list the tables required minus any parameters that are not needed?

Answer 21: Please refer to the Treatment Plant Operating Permit provided with this addendum.

Question 22: Page 18 Water Section: Analytical Groups /Calculation Primary Inorganics: does this include asbestos?

Answer 22: Asbestos is not included.

Question 23: Page 18 Water Section: Analytical Groups /Calculation Regulated SOCs: does this include dioxin?

Answer 23: Dioxin is not included.

Question 24: Page 18 for Thallium: Can 200.8 be used?

Answer 22: For bidding purposes, please use the method specified.

In all other respects, except as specifically stated herein, the subject BID 2020-23 Laboratory Testing Services remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: _____

SIGNATURE: _____ **DATE:** _____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

SCOPE OF WORK:

GENERAL

The City of Ormond Beach invites qualified laboratories to submit Bid for an annual contract for Laboratory Testing Services. The successful contractor will be required to provide not less than 90% of the analyses noted in the Bid. **Lab results provided in this contract must be from a laboratory certified by the State of Florida.**

1. Minimum Requirements for the Contract Laboratory

Interested laboratories are requested to specifically meet or exceed the following minimum specifications:

- a. The cost of all sample containers, paperwork, coolers, shipping kits, and preservatives will be included in the cost of the sample analysis.
- b. The Contract Laboratory will pay shipping charges to and from designated City pickup locations. A local contact shall be designated for pickup of samples if requested.
- c. The Contract Laboratory shall be required to provide pickup of samples 7 days per week with a minimum of 8 hours of advance notification from the City. There shall be no additional charge for meeting these requirements.
- d. The Contract Laboratory shall be available a minimum of 7 days per week.
- e. The report delivery times for routine parameter testing must not exceed 14 calendar days. Electronic reporting in PDF or any similar format is acceptable for meeting this turn-around requirement. Hard copies of reports are to be provided upon request for wastewater test results in addition to electronic reports. Water test results will require hard copies and electronic copies. Exceptions would be granted for those analytes that require more than 14 calendar days for the analyses to be completed.
- f. Report formats are to be in a standard lab format that meets NELAC requirements. In addition, special report formats include EPA, Florida Department of Environmental Protection, and Volusia County Health Department formats. The laboratory may be asked to also furnish copies of raw data records sheets, result calculations, etc. for any samples submitted. All report formats are to include a copy of the Chain-of-Custody (COC) form submitted with the samples. The laboratory and any of its subcontractors must participate in EPA's Annual DMR-QA studies and report required analytes corresponding to the Ormond Beach WRF.

- g. The City of Ormond Beach is to be notified prior to sending any parameter to any subcontract laboratory. It is the intent of the City that all analysis be performed by the contract laboratory to the maximum extent feasible. PERCENTAGE OF SUBCONTRACTED WORK MAY NOT EXCEED TEN PERCENT (10%) of the samples **(the 10% limit refers to the number of samples, not to the cost per sample)**.
- h. All analytical methods used for analysis will be state and EPA approved methodologies as specified in NELAC requirements. These methodologies can be, but are not limited to "Standard Methods", "Manual for the Certification of Laboratories Analyzing Drinking Water", "Test Methods for the Evaluation of Solid Waste (SE-846)", "EPA POTW Sludge Sampling and Analysis Guidance Document", and Radiochemical methodologies as stated in Federal Register 40 CFR 141. Methodologies used and the MDL must be accepted by the regulatory agency requiring the samples. Oil and Grease must be analyzed using the Hexane Extraction Method.
- i. A specific person shall be designated for contact with the City of Ormond Beach for consultation services either by phone or in person, if necessary.
- j. Laboratory personnel must be qualified in giving testimony, depositions or court appearances if requested by the City.
- k. The laboratory will have the capability to analyze samples with the following matrices: potable water, reclaimed water, wastewater, groundwater, surface water and liquid/cake biosolids.
- l. At a minimum, all analytical runs of the City of Ormond Beach samples will be required to include QC checks on 10% of the samples analyzed. The QC checks must meet the stricter of method, and/or NELAC quality assurance criteria. The QC generated will be submitted with the sample report. Contract laboratory QC will be monitored using these reports as well.
- m. The laboratory shall have no service contracts that were cancelled in the previous five years due to failure to provide accurate testing results.
- n. The City of Ormond Beach and its staff reserve the right to visit the Contract Laboratory for a tour of the facility, both prior to the award and during the duration of the contract. Prior to visiting the Laboratory facility, the City shall provide no less than 4 days, but no more than 7 days, advance notice to the facility.

In the event the Laboratory fails to comply with the reporting and analytical requirements set forth herein, the City of Ormond Beach shall issue to the Laboratory a written warning describing such failure. Should the Laboratory's noncompliance continue for four (4) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports not meeting the requirement an amount equal to

10% of the invoice total. If non-compliance with the 14 calendar day turn-around time continues for eight (8) consecutive weeks, with written warnings, the City of Ormond Beach will have the option to deduct from the invoice of reports an amount equal to 20% of the invoice total. Persistent and repeated failure of the laboratory to comply with this 14 calendar day turn-around time in any 3 month interval may be interpreted as default for the purposes of this section.

2. Bid Requirements/ Information to be Provided with Bidder's Submission

- a. Copies of current State, NELAP, and EPA certifications or other documentation that firmly establishes, to the satisfaction of the City, the certification status of the laboratory for all listed parameters must be submitted with your Bid.
- b. A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract.
- c. One (1) copy of the laboratory NELAC compliant "Quality Manual" shall be provided with your Bid.
- d. A statement indicating the percentage of work to be subcontracted. Additionally, the statement shall also confirm that the laboratory has sufficient staffing to assume the responsibility for the testing to be performed on behalf of the City of Ormond Beach.
- e. The results from the most recent previous two WP/WA/NELAC Proficiency Testing studies are to be included in your submittal.
- f. Copies of the last two FDOH laboratory assessments with corrective actions taken are to be included in your submittal.
- g. A description of the laboratory and its relevant prior experience, specifically as related to governmental agencies.
- h. A list of four references who shall confirm instances of comparable testing performed for governmental entities. If these cannot be provided, please explain.
- i. The name and resume, including employment history with the Company, of the **senior staff** individuals who will perform the testing. If the successful provider subcontracts work under this contract, the same information will be provided for the subcontract laboratory.
- j. Documentation which establishes the length of time in business in the State of Florida (at least four (4) years required).

- k. Laboratories with service contracts cancelled within the previous five years due to failure to provide accurate testing results are not eligible to bid.

Subcontract labs, if any, shall be required to submit information in items "a - c" and "e - g."

COST ADJUSTMENTS:

No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year, increases will not be retroactive. The adjusted rate, if approved shall take effect on October 1, of the year in which approved.

City of Ormond Beach
LABORATORY TESTING SERVICES 2020
Bid No. 2020-23

The BIDDER will fill in the MDL listed on the bid sheets and complete the Work, as described herein, for the following price(s):

Reuse Effluent Analysis

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Primary & Secondary Drinking Water Standards, including: 504.1,508.1	Various	ww	3	\$	\$
515.3, 524.2,Hg,As,Ba,Cd,Cr,Cu, Fe, Mn,Ag,Na,Zn,An,Pb,Se,Cl,F,NO3, SO4,MBAS,pH,TDS,Radium 226/228,Gross Alpha	SEE PERMIT				
Effluent Analysis Subtotal				\$	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As, Cd, Cr, Cu, Pb, Mo, Ni, Se, Ag, Zn, Oil & Grease (hexane method)	200.7	ww		5	\$	\$
Cyanide	335.3	ww		5	\$	\$
Mercury	1631E	ww		5	\$	\$
TSS	160.1	ww		5	\$	\$
BOD	405.1	ww		5	\$	\$
TTO (including:624,625,608)	Various	ww		5	\$	\$
Pre Treatment Subtotal					\$	

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent and Influent (including: 608, 624,625,Cyanide,phenolics, Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni, Se,Ag,Tl,Zn, Oil & Grease	Various	WW		2	\$	\$
	SEE PERMIT					
503 Sludge	Various	WW		4	\$	\$
Cryptosporidium and Giardia	1623	WW		1	\$	\$
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW		2	\$	\$
Low Level Mercury	1631E	WW		2	\$	\$
Sampling Disposal Fee for Mercury		WW		2	\$	\$
Nickel	200.8	WW		12	\$	\$
Copper	200.8	WW		12	\$	\$
Dichlorobromomethane	524.2	WW		12	\$	\$
Zinc	200.8	WW		12	\$	\$
Sodium	200.7	WW		52	\$	\$
Magnesium	200.7	WW		52	\$	\$
Calcium	200.7	WW		52	\$	\$
Chloride	300.0	WW		52	\$	\$
TDS	2540C	WW		52	\$	\$
Fluoride	300.0	WW		52	\$	\$
CBOD	SM5210B	WW		540	\$	\$
TSS	2540D	WW		644	\$	\$
TKN	351.2	WW		540	\$	\$
NOX	353.2	WW		260	\$	\$
TP	365.4	WW		520	\$	\$
Enterococci	Enterolert/ Quant-tray	WW		260	\$	\$
Fecal Coliform	SM9222D	WW		365	\$	\$
Wastewater Subtotal					\$	

Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
503.13 Sludge Rule (including:	Various	sludge	4	\$	\$
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				\$	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW		28	\$	\$
TDS	160.1	GW		28	\$	\$
Fecal	SM9222D	GW		28	\$	\$
Turbidity	180.1	GW		28	\$	\$
pH	150.1	GW		28	\$	\$
Cl	300.0	GW		28	\$	\$
Nitrates	300.0	GW		28	\$	\$
SO4	300.0	GW		28	\$	\$
TTHM	524.2	GW		28	\$	\$
Bis (2-ethylhexyl) phthalate	525	GW		28	\$	\$
Groundwater Subtotal					\$	

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	w		12	\$	\$
HAA5	552.1	w		4	\$	\$
Lead and Copper	200.8	w		37	\$	\$
Nitrate/Nitrite	300.0	w		1	\$	\$
Nitrite	300.0	w		1	\$	\$
Ortho-phosphorous	300.0	w		12	\$	\$
pH	150.1	w		2	\$	\$
Total Coliforms	SM9223B or SM9222B	w		900	\$	\$
Total Cyanide	335.3/9012	w		1	\$	\$
Total Organic Carbon	SM5310B	w		50	\$	\$
Thallium	200.9	w		1	\$	\$
TTHM	524.2	w		6	\$	\$
Gross Alpha	900.0	w		1	\$	\$
Radium 226	903.1	w		1	\$	\$
Radium 228	903.1	w		1	\$	\$
Endothall	548.1	w		1	\$	\$
Glyphosate	547	w		1	\$	\$
Dioxin	1613	w		1	\$	\$
Analyte Groups / Calculations						
Primary Inorganics	various	w		1	\$	\$
Secondary Inorganics	various	w		1	\$	\$
Regulated SOCs	various	w		1	\$	\$
Regulated VOCs	various	w		1	\$	\$
Mercury	7471	w		1	\$	\$
Dissolved Oxygen	360.1	w		1	\$	\$
Water Subtotal					\$	

Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	w		16	\$	\$
Magnesium	200.7	w		16	\$	\$
Sodium	200.7	w		16	\$	\$
Potassium	200.7	w		16	\$	\$
Iron	200.7	w		16	\$	\$
Chlorides	300.0	w		61	\$	\$
Sulfate	300.0	w		16	\$	\$
Total Dissolved Solids	160.1	w		16	\$	\$
Conductivity	120.1	w		16	\$	\$
Alkalinity Bicarbonate	SM2320	w		16	\$	\$
Alkalinity Carbonate	SM2320	w		16	\$	\$
CUP Water Subtotal					\$	

Occasionally it may be necessary to receive sample results before the normal turn around time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

<u>Turnaround Time</u>	<u>RUSH SURCHARGES</u>
6-7 Working Days	
5 Working Days	
4 Working Days	
3 Working Days	
1-2 Working Days	

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT \$ _____

(Figures)

(Words)

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)

Concentrate Analysis

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Inorganic Compounds FAC 62-550 Table 1 (except Asbestos)	Various	WW		1	\$ 82.00	\$ 82.00
TTHM	524.2	WW	0.5 ug/L	1	\$ 0.00	\$ 0.00
VOCs FAC 62-550 Table 4	Various	WW		1	\$ 45.00	\$ 45.00
SOCs FAC 62-550 Table 5	Various	WW		1	\$ 628.00	\$ 628.00
Secondaries FAC 62-550 Table 6 (except color and odor)	Various	WW		1	\$ 79.00	\$ 79.00
Radium 226 + Radium 228	E903.1	WW	4 pC/L	1	\$ 110.00	\$ 110.00
Gross Alpha	E9310	WW		1	\$ 30.00	\$ 30.00
Concentrate Subtotal					\$974.00	

Industrial Pre Treatment

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
As,Cd,Cu,Pb,Ni,Se,Ag,Zn	200.7	WW		8	\$ 28.00	\$ 224.00
Cyanide	335.3	WW	0.005 mg/L	8	\$ 18.00	\$ 144.00
Fluoride	300.0	WW	0.05 mg/L	8	\$ 8.00	\$ 64.00
Mercury	1631E	WW	0.025 ug/L	8	\$ 55.00	\$ 440.00
TSS	160.1	WW	10 mg/L	8	\$ 7.00	\$ 56.00
BOD	405.1	WW	2 mg/L	8	\$ 13.00	\$ 104.00
TTO (including:624,625,608)	Various	WW		8	\$ 205.00	\$ 1,640.00
Pre Treatment Subtotal					\$2,672.00	

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ADD. 1 - 4

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)
Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Expanded Effluent Analysis for Influent and Effluent including items listed in EPA 608,624,625,Sb,As,Be,Cd,Cr,Cu,Pb,Hg,Ni,Se,Ag,Ti,Zn,Oils and Grease, Cyanide, phenolics, Hardness	Various	WW		2	\$ 310.00	\$ 620.00
503 Sludge	Various	WW		4	\$91.00	\$364.00
Cryptosporidium and Guardia	1623E	WW		1	\$550.00	\$550.00
Chronic Bioassay	1002.0, 1000.0	WW	NA	6	\$2,200.00	\$13,220.00
TTO (including:624,625,608)	Various	WW		6	\$205.00	\$ 1,230.00
Low Level Mercury	1631E	WW		4	\$55.00	\$ 220.00
Sampling Fee for Mercury		WW		4	\$80.00	\$ 320.00
Mercury	245.1	WW	0.1 ug/L	6	\$12.00	\$ 72.00
Nickel	200.8	WW	0.62 ug/L	36	\$4.50	\$162.00
Copper	200.8	WW	0.5 ug/L	36	\$4.50	\$162.00
Dichlorobromomethane	524.2	WW	0.25 ug/L	30	\$25.00	\$ 750.00
Dibromochloromethane	524.2	WW	0.1 ug/L	30	\$ 0.00	\$ 0.00
Zinc	200.8	WW	2.5 ug/L	30	\$4.50	\$135.00
Sodium	200.7	WW	500 ug/L	120	\$3.50	\$420.00
Magnesium	200.7	WW	250 ug/L	120	\$3.50	\$420.00
Calcium	200.7	WW	250 ug/L	120	\$3.50	\$420.00
Chloride	300.0	WW	2.5 mg/L	120	\$6.00	\$ 720.00
TDS	2540C	WW	5 mg/L	120	\$9.00	\$1,080.00
Sulfate	300.0	WW	2.5 mg/L	5	\$6.00	\$ 30.00
THM	524.2	WW	0.5 ug/L	5	\$25.00	\$ 125.00
Radium 226	903.1	WW	4 pC/L	5	\$55.00	\$ 275.00
Radium 228	904.1	WW	4 pC/L	5	\$55.00	\$ 275.00
Arsenic	200.7	WW	5 ug/L	5	\$3.50	\$17.50
Silver	200.7	WW	2.5 ug/L	5	\$3.50	\$17.50
Selenium	200.7	WW	7.5 ug/L	5	\$3.50	\$17.50
Lead	200.7	WW	5 ug/L	5	\$3.50	\$17.50
Cyanide	335.3	WW	0.005 mg/L	5	\$18.00	\$90.00
Fluoride	300.0	WW	0.047 mg/L	60	\$6.00	\$360.00
Cadmium	200.7	WW	0.5 ug/L	5	\$3.50	\$17.50
Beryllium	200.7	WW	0.5 ug/L	5	\$3.50	\$17.50
CBOD	SM5210B	WW	2 mg/L	540	\$13.00	\$ 7,020.00
BOD	SM5210B	WW	2 mg/L	6	\$13.00	\$ 78.00
TSS	2540D	WW	5 mg/L	900	\$ 7.00	\$ 6,300.00
TKN	351.2	WW	10 mg/L	600	\$12.00	\$ 7,200.00
NOX	353.2	WW	0.25 mg/L	340	\$6.00	\$ 2,040.00
Nitrates	300.0	WW	0.036 mg/L	10	\$6.00	\$ 60.00
TP	365.4	WW	0.05 mg/L	600	\$ 9.00	\$ 5,400.00
Fecal Coliform	SM9222D	WW	1 CFU/100 mL	520	\$ 9.00	\$ 4,680.00
Wastewater Subtotal					\$55,883.00	

C.B.
13,200.00

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54,883 C.B.

ADD. 1 - 5

LABORATORY TESTING SERVICES
BID NUMBER 2015-34 ADDENDUM
NO. 1 (CONTINUED)
Biosolids

PARAMETERS	Methods	Matrix	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Biosolids	Various	sludge	1	\$295.00	\$ 295.00
including:8081, 8082,8260,8270					
Cyanide,phenolics,					
Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni,					
Se,Ag,Tl,Zn					
503.13 Sludge Rule (including:	Various	sludge	4	\$ 82.00	\$ 328.00
Hg,As,Cd,Cr,Cu,Pb,Mo,Ni,K,Se,					
Zn,pH,Total Nitrogen and					
Phosphorus)					
Biosolids Subtotal				\$ 623.00	

Groundwater Monitoring

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Sodium	6010	GW	500 ug/L	28	\$7.00	\$ 196.00
TDS	160.1	GW	5 mg/L	28	\$9.00	\$ 252.00
Fecal	SM9222D	GW	1 CFU/100 mL	28	\$9.00	\$ 252.00
Turbidity	180.1	GW	0.2 NTU	28	\$5.00	\$ 140.00
pH	150.1	GW	1 CFU/100 mL	28	\$4.00	\$ 112.00
Cl	300.0	GW	2.5 mg/L	28	\$6.00	\$ 168.00
Nitrates	300.0	GW	0.043 mg/L	28	\$6.00	\$ 168.00
SO4	300.0	GW	2.5 mg/L	28	\$6.00	\$ 168.00
TTHM	524.2	GW	0.5 ug/L	28	\$25.00	\$ 700.00
Radium 226/228	E903.1	GW	1 pCi/L	28	\$110.00	\$ 3,080.00
Groundwater Subtotal					\$ 5,236.00	

LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)

Water

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Fluoride	300.0	W	0.05 mg/L	24	\$ 6.00	\$ 144.00
HAA5	552.1	W	0.608 ug/L	4	\$ 45.00	\$ 180.00
Lead and Copper	200.8	W	0.5 ug/L	200	\$ 12.00	\$ 2,400.00
Nitrate/Nitrite	300.0	W	0.025 mg/L	1	\$ 6.00	\$ 6.00
Nitrite	300.0	W	0.025 mg/L	1	\$ 6.00	\$ 6.00
Ortho-phosphorous	300.0	W	0.05 mg/L	12	\$ 6.00	\$ 72.00
pH	150.1	W	0.1 Std.Units	2	\$ 4.00	\$ 8.00
Total Coliforms	SM9223B or SM9222B	W	1 CFU/100 mL	900	\$ 8.00	\$ 7,200.00
Total Cyanide	335.3/9012	W	0.005 mg/L	1	\$ 18.00	\$ 18.00
Total Organic Carbon	SM5310B	W	0.5 mg/L	50	\$ 13.00	\$ 650.00
Thallium	200.9	W	0.5 ug/L	1	\$ 15.00	\$ 15.00
TTHM	524.2	W	0.5 ug/L	6	\$ 25.00	\$ 150.00
Gross Alpha	900.0	W	3 pCi/L	1	\$ 30.00	\$ 30.00
Radium 226	903.1	W	1 pCi/L	1	\$ 55.00	\$ 55.00
Radium 228	903.1	W	1 pCi/L	1	\$ 55.00	\$ 55.00
Endothall	548.1	W	4.11 ug/L	1	\$ 55.00	\$ 55.00
Glyphosate	547	W	5.42 ug/L	1	\$ 45.00	\$ 45.00
Dioxin	1613	W		1	\$ 195.00	\$ 195.00
Analyte Groups / Calculations						
Primary Inorganics	various	W		1	\$ 87.00	\$ 87.00
Secondary Inorganics	various	W		1	\$ 93.00	\$ 93.00
Regulated SOC's	various	W		1	\$ 628.00	\$ 628.00
Regulated VOC's	various	W		1	\$ 45.00	\$ 45.00
Mercury	7471B	W	0.1 ug/L	1	\$ 12.00	\$ 12.00
Dissolved Oxygen	360.1	W	1 mg/L	1	\$ 6.00	\$ 6.00
Water Subtotal					\$ 12,155.00	

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LABORATORY TESTING SERVICES
BID NUMBER 2015-34
ADDENDUM NO. 1 (CONTINUED)
Consumptive Use Permit Samples

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Calcium	200.7	W	250 ug/L	16	\$ 3.50	\$ 56.00
Magnesium	200.7	W	250 ug/L	16	\$ 3.50	\$ 56.00
Sodium	200.7	W	500 ug/L	16	\$ 3.50	\$ 56.00
Potassium	200.7	W	500 ug/L	16	\$ 3.50	\$ 56.00
Iron	200.7	W	20 ug/L	16	\$ 3.50	\$ 56.00
Chlorides	300.0	W	2.5 mg/L	61	\$ 6.00	\$ 366.00
Sulfate	300.0	W	2.5 mg/L	16	\$ 6.00	\$ 96.00
Total Dissolved Solids	160.1	W	5 mg/L	16	\$ 9.00	\$ 144.00
Conductivity	120.1	W	1 ppt	16	\$ 5.00	\$ 80.00
Alkalinity Bicarbonate	SM2320	W	5 mg/L	16	\$ 8.00	\$ 128.00
Alkalinity Carbonate	SM2320	W	5 mg/L	16	\$ 8.00	\$ 128.00
CUP Water Subtotal					\$1,222.00	

Occasionally it may be necessary to receive sample results before the normal turnaround time. Insert the proposed rush charges in the following matrix as a percentage surcharge over the normal contract price.

<u>Turnaround Time</u>	<u>RUSH SURCHARGES</u>
6-7 Working Days	50%
5 Working Days	75%
4 Working Days	100%
3 Working Days	150%
1-2 Working Days	200 %

The bid basis for the contract award is the sum of the individual parameters.

TOTAL BID FOR CONTRACT

\$ 79,713.00

(Figures)

Seventy Nine Thousand Seven Hundred Thirteen Dollars and 00/100

(Words)

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ADD. 1 - 8



FLORIDA DEPARTMENT OF Environmental Protection

Central District
3319 Maguire Boulevard, Suite 232
Orlando, Florida 32803-3767

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Sent via email: shanahan@ormondbeach.org

NOTICE OF PERMIT

In the Matter of an
Application for Permit by:
City of Ormond Beach
22A Beach Street
Ormond Beach, FL

Volusia County - DW
Ormond Beach WRF
Wastewater Permit Application
DEP File No: FL0020532-023-DW1P

ATTENTION Joyce A. Shanahan,
City Manager

Enclosed is Permit Number FL0020532 to operate a domestic wastewater facility issued under Sections 403.087 and 403.0885 of the Florida Statutes.

Judicial Review

Upon issuance of this final permit, any party to this order has the right to seek judicial review of it under Section 120.68, F.S. by the filing of a notice of appeal under Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department of Environmental Protection in the Office of General Counsel (Mail Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days after this order is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

A handwritten signature in black ink, appearing to read "Reggie Phillips", is written over a faint, circular official stamp.

Reggie Phillips
Environmental Administrator
Permitting and Waste Cleanup Program

RP/dj

Enclosures: Draft Permit No. FL0020532, DMRs, and Fact Sheet
Pathogen Monitoring Report,

Location and Reuse Service Area Maps

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Kevin Lee, P.E., Mead & Hunt, Kevin.Lee@meadhunt.com
DEP: David Smicherko, Dennise Judy

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

May 8, 2020
Date



FLORIDA DEPARTMENT OF Environmental Protection

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT

PERMITTEE:

City of Ormond Beach

RESPONSIBLE OFFICIAL:

Ms. Joyce Shanahan, City Manager
22 S Beach St
Ormond Beach, Florida 32174- 6386
(386) 676-3200
shanahan@ormondbeach.org

PERMIT NUMBER:

FL0020532 (Major)

FILE NUMBER:

FL0020532-023-DW1P

ISSUANCE DATE:

May 8, 2020

EFFECTIVE DATE:

May 8, 2020

EXPIRATION DATE:

May 7, 2025

FACILITY:

Ormond Beach WRF
550 N Orchard St
Ormond Beach, FL 32174-9512
Volusia County
Latitude: 29°17' 20.27" N Longitude: 81°4' 24.32" W

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and applicable rules of the Florida Administrative Code (F.A.C.) and constitutes authorization to discharge to waters of the state under the National Pollutant Discharge Elimination System. This permit does not constitute authorization to discharge wastewater other than as expressly stated in this permit. The above-named permittee is hereby authorized to operate the facilities in accordance with the documents attached hereto and specifically described as follows:

WASTEWATER TREATMENT:

Treatment is provided by an existing 8.0 MGD annual average daily flow (AADF) permitted capacity advanced wastewater treatment (AWT) plant with an odor control system, influent screening, grit removal, biological nutrient removal (carousel type, 5-stage Bardenpho Process), re-aeration, chemical feed facilities, secondary clarification, tertiary filtration, high level disinfection, with post-aeration and dechlorination for the river discharge, and thickening, followed by dewatering, of biosolids. This permit authorizes modification of the piping, valving, and associated appurtenances to retrofit an existing Reclaimed Water (RW) Equalization (EQ) basin for use as a supplemental chlorine contact chamber.

REUSE OR DISPOSAL:

Surface Water Discharge D-001 is an existing 6.0 MGD annual average daily flow discharge to the Halifax River, Class III Marine waters, (WBID# 2363B). The outfall pipe is approximately 1000 feet in length and discharges at a depth of approximately 5 feet. The point of discharge is located approximately at latitude 29°17' 50" N, longitude 81°3' 26" W.

Land Application R-001 is an existing 10.0 MGD annual average daily flow permitted capacity slow-rate public access reuse (PAR) system. R-001 consists of irrigation within the approved Reuse Service Area as shown on the attached map, to the major users identified in Part IV.A.2 of this permit. This reuse system may receive reclaimed water (RW) from the Holly Hill PAR system. Excess reclaimed water and substandard effluent are discharged to D-001.

The following ground water sources may be used to augment the supply of reclaimed water: The Hunter's Ridge and Breakaway Trails RW storage systems receive water from supplemental groundwater wells prior to distribution within the service area.

Demineralization concentrate is blended with RW for irrigation via the public access reuse (PAR) system.

IN ACCORDANCE WITH: The limitations, monitoring requirements, and other conditions set forth in this cover sheet and Part I through Part IX on pages 1 through 27 of this permit.

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

I. RECLAIMED WATER AND EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

A. Surface Water Discharges

- During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to discharge effluent from Outfall D-001 to Halifax River. Such discharge shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.

Parameter	Units	Max./Min	Effluent Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	6.0 Report	Annual Average Monthly Average	Continuous	Calculated	FLW-1	See I.A.4
Flow	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-10	See I.A.4
Flow	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-6	See I.A.4
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A.6
Solids, Total Suspended	mg/L	Max Max Max Max	5.0 6.25 7.5 10.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A.6
Coliform, Fecal	#/100m L	Max Max Max Max	200 200 400 800	Monthly Geometric Mean Annual Average 90th Percentile Single Sample	5 Days/Week	Grab	EFA-1	See I.A.7 and I.A.8
Coliform, Fecal	#/100m L	Max Max Max Max	200 200 400 800	Monthly Geometric Mean Annual Average 90th Percentile Single Sample	5 Days/Week	Grab	EFA-2	See I.A.7 and I.A.8
Enterococci	#/100m L	Max Max	35 130	Monthly Geometric Mean 90th Percentile	5 Days/Week	Grab	EFD-1	See I.A.7 and I.A.8
pH	s.u.	Min Max	6.5 8.5	Single Sample Single Sample	Continuous	Meter	EFD-1	See I.A.3
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	Continuous	Meter	EFA-1	See I.A.3 and I.A.9
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	Continuous	Meter	EFA-2	See I.A.3 and I.A.9
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	Daily; 24 hours	Grab	EFD-1	

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

Parameter	Units	Max./Min	Effluent Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Nitrogen, Total	mg/L	Max Max Max	3.0 4.5 6.0	Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	See I.A. Error! Reference source not found.
Phosphorus, Total (as P)	mg/L	Max Max Max	1.0 1.5 2.0	Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFD-1	
Oxygen, Dissolved (DO)	mg/L	Min	4.0	Single Sample	Daily; 24 hours	Grab	EFD-1	
Nitrogen, Total	lb/yr	Max Max	54831 Report	Annual Total Monthly Total	Monthly	Calculated	EFD-1	See I.A. Error! Reference source not found.
Phosphorus, Total (as P)	lb/yr	Max Max	18278 Report	Annual Total Monthly Total	Monthly	Calculated	EFD-1	
Acute Whole Effluent Toxicity, 96 Hour LC50 (Ceriodaphnia dubia)	percent	Min	100	Single Sample	Semi-Annually; twice per year	4 grabs/24 hr.period	EFD-1	See I.A.10
Acute Whole Effluent Toxicity, 96 Hour LC50 (Cyprinella leedsii)	percent	Min	100	Single Sample	Semi-Annually; twice per year	4 grabs/24 hr.period	EFD-1	See I.A.10
Dichlorobromomethane	ug/L	Max	100	Annual Average	Monthly	Grab	EFD-1	See I.A.11
Enterococci	#/100m L	Max Max	35 104	Monthly Geometric Mean Single Sample	5 Days/Week	Grab	EFD-1	See I.A.7 and I.A.8

2. Effluent samples shall be taken at the monitoring site locations listed in Permit Condition I.A.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-10	Flow to D-001
FLW-6	Flow to D-001 during by-pass of RW EQ basin
EFD-1	Sample point after dechlorination
EFA-1	Sampling point after chlorination
EFA-2	Sample Point at end of the converted RW EQ basin when being used as a CCC

3. Hourly measurement of pH and total residual chlorine for disinfection during the period of required operator attendance may be substituted for continuous measurement. [62-600.660(1)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. **The sum of the two flows shall not exceed 6.0 MGD on an annual average basis.** [62-600.200(25)]
5. The discharge shall not contain components that, alone or in combination with other substances or in combination with other components of the discharge:

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

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- a. Settle to form putrescent deposits or otherwise create a nuisance; or
- b. Float as debris, scum, oil, or other matter in such amounts as to form nuisances; or
- c. Produce color, odor, taste, turbidity, or other conditions in such degree as to create a nuisance; or
- d. Are acutely toxic; or
- e. Are present in concentrations which are carcinogenic, mutagenic, or teratogenic to human beings or to significant, locally occurring, wildlife or aquatic species, unless specific standards are established for such components in subsection 62-302.500(2) or Rule 62-302.530, F.A.C.; or
- f. Pose a serious danger to the public health, safety, or welfare.

[62-302.500(1)(a)]

6. In accordance with subsections 62-600.420(1) and (2), F.A.C., the monthly average effluent CBOD5 and TSS concentrations shall not exceed 15% of their respective influent values (i.e., 85% removal). [62-600.420(1) and (2)]
 7. The effluent limitations for the monthly geometric means for fecal coliform and enterococci are only applicable if 10 or more values are reported. If fewer than 10 values are reported, the monthly geometric means shall be calculated and reported on the Discharge Monitoring Report, but shall not be used to determine compliance with the limitations for the monthly geometric means. The monthly geometric mean for fecal coliform shall be used to calculate the annual average. All other fecal coliform and enterococci effluent limitations included in permit condition I.A.1 apply regardless of the number of values reported. [62-600.440(5)(b)] [62-302.530]
 8. To report the "90th percentile,"
 - a. Place the bacteria results in ascending order (from lowest to highest value) and assign each sample a number, 1 for the lowest value.
 - b. Multiply the total number of samples by 0.9 to determine the 90th percentile level.
 - c. Report the value of the sample that corresponds to the 90th percentile level (e.g., 10 samples $\times$ 0.9 = 9, report the value of the 9th sample). If the 90th percentile level is not a whole number, rounding or interpolation should be used to determine the 90th percentile. When rounding, round down to the nearest whole number if the decimal is 0.4 or lower, and round up to the nearest whole number if the decimal is 0.5 or higher (e.g., 12 samples $\times$ 0.9 = 10.8, report the value of the 11th sample if rounding).
- [62-600.440(5)(a)3] [62-302.530]
9. Total residual chlorine must be maintained for a minimum contact time of 15 minutes based on peak hourly flow. [62-600.440(5)(c), (6)(b), and (7)(c)]
 10. The permittee shall comply with the following requirements to evaluate acute whole effluent toxicity of the discharge from outfall D-001.

a. Effluent Limitation

- (1) In any routine or additional follow-up test for acute whole effluent toxicity, the 96-hour LC50 shall not be less than 100% effluent. [Rules 62-302.200(1), 62-302.500(1)(a)4., 62-4.244(3)(a), and 62-4.241, F.A.C.]

b. Monitoring Frequency

- (1) Routine toxicity tests shall be conducted once every six months, the first starting within 60 days of the effective date of this permit and lasting for the duration of this permit.

c. Sampling Requirements

- (1) Routine tests shall be conducted on four separate grab samples collected at evenly-spaced (6-hr) intervals over a 24-hour period. The four grab samples shall be used in eight bioassays (four bioassays for each species) and shall represent one test. If the duration of the discharge is less than 24-hours, a shortened sampling protocol will be used and the duration of discharge shall be documented on the chain of custody.
- (2) For additional follow-up tests, the first test shall be conducted on four separate grab samples collected at evenly-spaced (6-hr) intervals over a 24-hour period. The four grab samples shall be used in four

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
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separate bioassays for each species that failed the routine test. The four grab samples represent one test. The second follow-up test shall be run on a single grab sample collected on the day and time when the greatest toxicity was identified in the routine or first additional follow-up test.

d. Test Requirements

- (1) Routine Tests: All routine tests shall be conducted using a control (0% effluent) and a minimum of five dilutions: **100%, 75%, 50%, 25%, and 12.5%** effluent.
- (2) The permittee shall conduct 96-hour acute static renewal multi-concentration toxicity tests using the daphnid, **Ceriodaphnia dubia**, and the bannerfin shiner, **Cyprinella leedsii**, concurrently.
- (3) All test species, procedures and quality assurance criteria used shall be in accordance with **Methods for Measuring Acute Toxicity of Effluents and Receiving Waters to Freshwater and Marine Organisms**, 5th Edition, EPA-821-R-02-012. Any deviation of the bioassay procedures outlined herein shall be submitted in writing to the Department for review and approval prior to use. In the event the above method is revised, the permittee shall conduct acute toxicity testing in accordance with the revised method.
- (4) The control water and dilution water shall be moderately hard water as described in EPA-821-R-02-012, Table 7.

e. Quality Assurance Requirements

- (1) A standard reference toxicant (SRT) quality assurance (QA) acute toxicity test shall be conducted with each species used in the required toxicity tests either concurrently or initiated no more than 30 days before the date of each routine or additional follow-up test conducted. Additionally, the SRT test must be conducted concurrently if the test organisms are obtained from outside the test laboratory unless the test organism supplier provides control chart data from at least the last five monthly acute toxicity tests using the same reference toxicant and test conditions. If the organism supplier provides the required SRT data, the organism supplier's SRT data and the test laboratory's monthly SRT-QA data shall be included in the reports for each companion routine or additional follow-up test required.
- (2) If the mortality in the control (0% effluent) exceeds 10% for either species in any test, the test for that species (including the control) shall be invalidated and the test repeated. The repeat test shall begin within 14 days after the last day of the invalid test.
- (3) If 100% mortality occurs in all effluent concentrations for either species prior to the end of any test and the control mortality is less than 10% at that time, the test (including the control) for that species shall be terminated with the conclusion that the test fails and constitutes non-compliance.
- (4) Routine and additional follow-up tests shall be evaluated for acceptability based on the concentration-response relationship, as required by EPA-821-R-02-012, Section 12.2.6.2., and included with the bioassay laboratory reports.

f. Reporting Requirements

- (1) Results from all required tests shall be reported on the Discharge Monitoring Report (DMR) as follows:
 - (a) Routine Test Results: If an LC50 >100% effluent occurs in all four separate grab sample tests for the test species, ">100%" shall be entered on the DMR for that test species. If in any of the four separate grab sample tests for the test species an LC50 <100% effluent occurs, the lowest calculated LC50 effluent concentration shall be entered on the DMR for that test species.
 - (b) Additional Follow-up Test Results: For each additional test required, the calculated LC50 value shall be entered on the DMR for that test species.
- (2) A bioassay laboratory report for the routine test shall be prepared according to EPA-821-R-02-012, Section 12, Report Preparation and Test Review, and mailed to the Department at the address below within 30 days after the last day of the test.
- (3) For additional follow-up tests, a single bioassay laboratory report shall be prepared according to EPA-821-R-02-012, Section 12, and mailed within 30 days after the last day of the second valid additional follow-up test.
- (4) Data for invalid tests shall be included in the bioassay laboratory report for the repeat test.
- (5) The same bioassay data shall not be reported as the results of more than one test.
- (6) All bioassay laboratory reports shall be sent to:
Florida Department of Environmental Protection

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

Central District Office
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

g. Test Failures

- (1) A test fails when the test results do not meet the limits in 10.a.(1).
- (2) Additional Follow-up Tests:
 - (a) If a routine test does not meet the acute toxicity limitation in 10.a.(1) above, the permittee shall notify the Department at the address above within 21 days after the last day of the failed routine test and conduct two additional follow-up tests on each species that failed the test in accordance with 10.d.
 - (b) The first test shall be initiated within 28 days after the last day of the failed routine test. The remaining additional follow-up tests shall be conducted weekly thereafter until a total of two valid additional follow-up tests are completed.
 - (c) The first additional follow-up test shall be conducted using a control (0% effluent) and a minimum of five dilutions: 100%, 75%, 50%, 25%, and 12.5% effluent. The permittee may modify the dilution series in the second additional follow-up test to more accurately bracket the toxicity such that at least two dilutions above and two dilutions below the target concentration and a control (0% effluent) are run. All test results shall be statistically analyzed according to the procedures in EPA-821-R-02-012.
- (3) In the event of three valid test failures (whether routine or additional follow-up tests) within a 12-month period, the permittee shall notify the Department within 21 days after the last day of the third test failure.
 - (a) The permittee shall submit a plan for correction of the effluent toxicity within 60 days after the last day of the third test failure.
 - (b) The Department shall review and approve the plan before initiation.
 - (c) The plan shall be initiated within 30 days following the Department's written approval of the plan.
 - (d) Progress reports shall be submitted quarterly to the Department at the address above.
 - (e) During the implementation of the plan, the permittee shall conduct quarterly routine whole effluent toxicity tests in accordance with 10.d. Additional follow-up tests are not required while the plan is in progress. Following completion or termination of the plan, the frequency of monitoring for routine and additional follow-up tests shall return to the schedule established in 10.b.(1). If a routine test is invalid according to the acceptance criteria in EPA-821-R-02-012, a repeat test shall be initiated within 14 days after the last day of the invalid routine test.
 - (f) Upon completion of four consecutive quarterly valid routine tests that demonstrate compliance with the effluent limitation in 10.a.(1) above, the permittee may submit a written request to the Department to terminate the plan. The plan shall be terminated upon written verification by the Department that the facility has passed at least four consecutive quarterly valid routine whole effluent toxicity tests. If a test within the sequence of the four is deemed invalid, but is replaced by a repeat valid test initiated within 14 days after the last day of the invalid test, the invalid test will not be counted against the requirement for four consecutive quarterly valid routine tests for the purpose of terminating the plan.
- (4) The additional follow-up testing and the plan do not preclude the Department taking enforcement action for whole effluent toxicity failures.

[62-4.241, 62-620.620(3)]

11. A mixing zone for dichlorobromomethane (DCBM) has been approved in accordance with DEP permit file number FL0020532-012-DWIP and is described as a rectangle centered along the point of discharge with a mixing zone of 539 square meters. [62-302.530(35)(b)5]
12. The current effluent nutrient loading limits were established in the finalized Halifax River TMDL Report on July 1, 2013. Mass load shall be calculated Monthly for each calendar month of the reporting period by formula:
$$\text{Monthly ADF MGD} \times \text{Month Average TP or TN mg/L} \times 8.34 = \text{lb/day TP or TN}$$

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
EXPIRATION DATE: May 8, 2025

lb/day TP or TN x days/month = Pounds TP or TN. This must be reported on the DMR for Outfall D-001

A cumulative total for all previously reported months, in the current calendar year, shall be submitted with each monthly reporting period. The numeric load limit, in lb/year, is for January through December, not a rolling 12-month total. [62-304 and 2013 Halifax River TMDL Report]

PERMITTEE: City of Ormond Beach
 FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
 EXPIRATION DATE: May 8, 2025

B. Reuse and Land Application Systems

- During the period beginning on the effective date and lasting through the expiration date of this permit, the permittee is authorized to supplement reclaimed water with ground water and direct reclaimed water to Reuse System R-001. Such reclaimed water shall be limited and monitored by the permittee as specified below and reported in accordance with Permit Condition I.C.8.:

Parameter	Units	Max./ Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow	MGD	Max Max	10.0 Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-2	See I.B.4
BOD, Carbonaceous 5 day, 20C	mg/L	Max Max Max Max	20.0 30.0 45.0 60.0	Annual Average Monthly Average Weekly Average Single Sample	5 Days/Week	24-hr FPC	EFA-1	
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	Daily; 24 hours	Grab	EFB-1	
Coliform, Fecal	#/100m L	Max	25	Single Sample	Daily; 24 hours	Grab	EFA-1	
Coliform, Fecal, % less than detection	percent	Min	75	Monthly Total	Daily; 24 hours	Calculated	EFA-1	See I.B.5
pH	s.u.	Min Max	6.0 8.5	Single Sample Single Sample	Continuous	Meter	EFA-1	See I.B.3
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	Continuous	Meter	EFA-1	See I.B.6 and I.B.9
Turbidity	NTU	Max	Report	Single Sample	Continuous	Meter	EFB-1	See I.B.7 and I.B.9
Giardia	cysts/10 0L	Max	Report	Single Sample	Bi-annually; every 2 years	Grab	EFA-1	See I.B.10
Cryptosporidium	oocysts/ 100L	Max	Report	Single Sample	Bi-annually; every 2 years	Grab	EFA-1	See I.B.10
Flow (Ground Water from Hunters Ridge Well)	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-7	
Flow (Ground Water from Breakaway Trails Well)	MGD	Max Max	Report Report	Annual Average Monthly Average	Continuous	Recording Flow Meter with Totalizer	FLW-7	
Coliform, Fecal (Ground Water from Hunters Ridge Well)	#/100m L	Max	Report	Single Sample	Quarterly	Grab	OTH-2	
Coliform, Fecal (Ground Water from Breakaway Trails Well)	#/100m L	Max	Report	Single Sample	Quarterly	Grab	OTH-3	
Flow (Concentrate)	MGD	Max Max	1.0 Report	Annual Average Monthly Average	Continuous	Meter	FLW-3	

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Parameter	Units	Max./Min	Reclaimed Water Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Nitrogen, Total	mg/L	Max Max	Report Report	Annual Average Monthly Average	Weekly	24-hr FPC	EFA-1	
Solids, Total Suspended (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Phosphorus, Total (as P)	mg/L	Max Max	Report Report	Annual Average Monthly Average	Weekly	24-hr FPC	EFA-1	
pH (Blend)	s.u.	Max Min	Report Report	Single Sample Single Sample	Weekly	Grab	OTH-1	See I.B.3
Specific Conductance (Blend)	umhos/cm	Max	Report	Single Sample	Continuous	Meter	OTH-1	See I.B.11
Fluoride, Total (as F) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Blend Ratio (1:2.5)	ratio	Max	0.40	Single Sample	Continuous	Calculated	CAL-2	
Sodium Adsorption Ratio (Blend)	ratio	Max	Report	Single Sample	Weekly	Calculated	OTH-1	
Sodium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Magnesium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Calcium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Chloride (as Cl) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	
Solids, Total Dissolved (TDS) (Blend)	mg/L	Max	Report	Single Sample	Weekly	Grab	OTH-1	

2. Reclaimed water samples shall be taken at the monitoring site locations listed in Permit Condition I.B.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
FLW-2	Flow meter to the public access reuse system
EFA-1	Sampling point after chlorination
EFB-1	After filtration and prior to disinfection
FLW-7	Supplemental GW flow from Hunters Ridge Well
OTH-2	Groundwater from Hunters Ridge well
OTH-3	Groundwater from Breakaway Trails well
FLW-3	Total concentrate (FLW-4 + FLW-5)
OTH-1	Sample point at mainland pump station (blend of RW and concentrate)
CAL-2	Concentrate flow divided by the flow to the public access reuse system

3. Hourly measurement of pH during the period of required operator attendance may be substituted for continuous measurement. [62-600.660(1)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]
5. To report the "% less than detection," count the number of fecal coliform observations that were less than detection, divide by the total number of fecal coliform observations in the month, and multiply by 100% (round to the nearest integer). [62-600.440(6)(a)]

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6. The minimum total chlorine residual shall be limited as described in the currently approved operating protocol such that the permit limitation for fecal coliform bacteria will be achieved. In no case shall the total chlorine residual be less than 1.0 mg/L. [62-600.440(6)(b)][62-610.460(2)][62-610.463(2)]
7. The maximum turbidity shall be limited as described in the currently approved operating protocol, such that the permit limitations for total suspended solids and fecal coliforms will be achieved. [62-610.463(2)]
8. The treatment facilities shall be operated in accordance with the currently approved operating protocol(s). Only reclaimed water that meets the criteria established in the approved operating protocol(s) may be released to system storage or to the reuse system. Reclaimed water that fails to meet the criteria in the approved operating protocol(s) shall be directed to the following permitted alternate discharge system: D-001. [62-610.320(6) and 62-610.463(2)]
9. Instruments for continuous on-line monitoring of total residual chlorine and turbidity shall be equipped with an automated data logging or recording device. [62-610.463(2)]
10. Intervals between sampling for Giardia and Cryptosporidium shall not exceed [62-610.472(3)(d)]
11. The maximum specific conductance shall be limited as described in the approved operating protocol. [62-610.865(9)(a)]

C. Other Limitations and Monitoring and Reporting Requirements

1. During the period beginning on the effective date and lasting through the expiration date of this permit, the treatment facility shall be limited and monitored by the permittee as specified below and reported in accordance with condition I.C.8.:

Parameter	Units	Max./Min	Limitations		Monitoring Requirements			Notes
			Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	
Flow (total through plant)	MGD	Max Max Max	8.0 Report Report	Annual Ave Monthly Ave Quarterly Ave	Continuous	Recording Flow Meter w/Totalizer	INF-1	See I.C.4
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	Monthly	Calculated	INF-1	
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-2	See I.C.3
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	5 Days/Week	24-hr FPC	INF-2	See I.C.3

2. Samples shall be taken at the monitoring site locations listed in Permit Condition I.C.1. and as described below:

Monitoring Site Number	Description of Monitoring Site
INF-1	Influent flow meter (Parshall Flume)
INF-2	Raw influent to the headworks

3. Influent samples shall be collected so that they do not contain digester supernatant or return activated sludge, or any other plant process recycled waters. [62-600.660(4)(a)]
4. A recording flow meter with totalizer shall be utilized to measure flow and calibrated at least once every 12 months. [62-600.200(25)]

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5. Sampling results for giardia and cryptosporidium shall be reported on DEP Form 62-610.300(4)(a)4, Pathogen Monitoring, which is attached to this permit. This form shall be submitted to the Department's Central District Office and to DEP's Reuse Coordinator in Tallahassee. [62-610.300(4)(a)]
6. The sample collection, analytical test methods, and method detection limits (MDLs) applicable to this permit shall be conducted using a sufficiently sensitive method to ensure compliance with applicable water quality standards and effluent limitations and shall be in accordance with Rule 62-4.246, Chapters 62-160 and 62-600, F.A.C., and 40 CFR 136, as appropriate. The list of Department established analytical methods, and corresponding MDLs (method detection limits) and PQLs (practical quantitation limits), which is titled "FAC 62-4 MDL/PQL Table" is available at <https://floridadep.gov/dear/quality-assurance/content/quality-assurance-resources>. The MDLs and PQLs as described in this list shall constitute the minimum acceptable MDL/PQL values and the Department shall not accept results for which the laboratory's MDLs or PQLs are greater than those described above unless alternate MDLs and/or PQLs have been specifically approved by the Department for this permit. Any method included in the list may be used for reporting if it meets the following requirements:
 - a. The laboratory's reported MDL and PQL values for the specific method must be equal or less than the corresponding method values specified in the Department's approved MDL and PQL list;
 - b. The laboratory reported MDL for the specific parameter is less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Parameters that are listed as "report only" in the permit shall use methods that provide an MDL, which is equal to or less than the applicable water quality criteria stated in 62-302, F.A.C.; and
 - c. If the MDLs for all methods available in the approved list are above the stated permit limit or applicable water quality criteria for that parameter, then the method with the lowest stated MDL shall be used.

When the analytical results are below method detection or practical quantitation limits, the permittee shall report the actual laboratory MDL and/or PQL values for the analyses that were performed following the instructions on the applicable discharge monitoring report.

Where necessary, the permittee may request approval of alternate methods or for alternative MDLs or PQLs for any approved analytical method. Approval of alternate laboratory MDLs or PQLs are not necessary if the laboratory reported MDLs and PQLs are less than or equal to the permit limit or the applicable water quality criteria, if any, stated in Chapter 62-302, F.A.C. Approval of an analytical method not included in the above-referenced list is not necessary if the analytical method is approved in accordance with 40 CFR 136 or deemed acceptable by the Department. [62-4.246, 62-160]

7. The permittee shall provide safe access points for obtaining representative samples which are required by this permit. [62-600.650(2)]
8. Monitoring requirements under this permit are effective on the first day of the second month following the effective date of the permit. Until such time, the permittee shall continue to monitor and report in accordance with previously effective permit requirements, if any. During the period of operation authorized by this permit, the permittee shall complete and submit to the Department Discharge Monitoring Reports (DMRs) in accordance with the frequencies specified by the REPORT type (i.e. monthly, quarterly, semiannual, annual, etc.) indicated on the DMR forms attached to this permit. Unless specified otherwise in this permit, monitoring results for each monitoring period shall be submitted in accordance with the associated DMR due dates below. DMRs shall be submitted for each required monitoring period including periods of no discharge.

REPORT Type on DMR	Monitoring Period	Submit by
Monthly	first day of month - last day of month	28 th day of following month
Once Every Two Months	January 1 - February 28/29 March 1 - April 30 May 1 - June 30 July 1 - August 31 September 1 - October 31 November 1 - December 31	March 28 May 28 July 28 September 28 November 28 January 28
Quarterly	January 1 - March 31	April 28

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REPORT Type on DMR	Monitoring Period	Submit by
	April 1 - June 30 July 1 - September 30 October 1 - December 31	July 28 October 28 January 28
Semiannual	January 1 - June 30 July 1 - December 31	July 28 January 28
Annual	January 1 - December 31	January 28

The permittee shall use the electronic DMR system approved by the Department (EzDMR) and shall electronically submit the completed DMR forms using the DEP Business Portal at <http://www.fldeportal.com/go/>, unless the permittee has a waiver from the Department in accordance with 40 CFR 127.15. Reports shall be submitted to the Department by the twenty-eighth (28th) of the month following the month of operation.

[62-620.610(18)][62-600.680(1)]

9. During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3)(j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. [62-600.660(2) and (3)(d)][62-600.680(2)][62-610.300(4)]
10. An annual scan of the parameters listed as primary and secondary drinking water standards in Chapter 62-550, F.A.C. (except for turbidity, total coliforms, color, and corrosivity), shall be conducted for the demineralization concentrate (RWS-C) and the blend (RWS-B). The permittee shall submit the annual summaries of water quality in the reclaimed water, the concentrate, the blend, and ground water monitoring wells (RWS-G). Correlations between specific conductance and chloride, and total dissolved solids shall be developed and reported. The summary shall include an evaluation of any adverse effects on vegetation and ground water quality and needed corrective actions, including needed revisions to the operating protocol. Results of the annual scans and annual summary shall be submitted with the February DMR each year. [62-610.865(8)(f) & (11)]
11. The permittee shall submit an Annual Reuse Report using DEP Form 62-610.300(4)(a)2. on or before January 1 of each year. [62-610.870(3)]
12. The operating protocols, for the Public Access Reuse System and the blending of concentrate, were submitted and approved during the permit renewal process. These protocols shall remain in affect until any revisions are reviewed and approved by the Department. Operating protocol(s) shall be reviewed and updated periodically to ensure continuous compliance with the minimum treatment and disinfection requirements and established demineralization concentrate blend ratio and specific conductance limit. Updated operating protocols shall be submitted to the Department's Central District Office for review and approval upon revision of the operating protocol(s) and with each permit application. [62-610.320(6)][62-610.463(2)][62-610.865(9)]
13. The permittee shall maintain an inventory of storage systems. The inventory shall be submitted to the Department's Central District Office at least 30 days before reclaimed water will be introduced into any new storage system. The inventory of storage systems shall be attached to the annual submittal of the Annual Reuse Report. [62-610.464(5)]

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14. Unless specified otherwise in this permit, all reports and other information required by this permit, including 24-hour notifications, shall be submitted to or reported to, as appropriate, the Department's Central District Office at the address specified below:

Email (preferred): DEP_CD@FLoridaDEP.gov

Or:

Florida Department of Environmental Protection
Central District
3319 Maguire Blvd
Suite 232
Orlando, Florida 32803-3767

Phone Number - (407)897-4100

[62-620.305]

15. All reports and other information shall be signed in accordance with the requirements of Rule 62-620.305, F.A.C. [62-620.305]

II. BIOSOLIDS MANAGEMENT REQUIREMENTS

A. Basic Requirements

1. Biosolids generated by this facility may be transferred to Shelley's BTF or disposed of in a Class I solid waste landfill. Transferring biosolids to an alternative biosolids treatment facility does not require a permit modification. However, use of an alternative biosolids treatment facility requires submittal of a copy of the agreement pursuant to Rule 62-640.880(1)(c), F.A.C., along with a written notification to the Department at least 30 days before transport of the biosolids. [62-620.320(6), 62-640.880(1)]
2. The permittee shall monitor and keep records of the quantities of biosolids generated, received from source facilities, treated, distributed and marketed, land applied, used as a biofuel or for bioenergy, transferred to another facility, or landfilled. These records shall be kept for a minimum of five years. [62-640.650(4)(a)]
3. Biosolids quantities shall be monitored by the permittee as specified below. Results shall be reported on the permittee's Discharge Monitoring Report for Monitoring Group RMP-Q in accordance with Condition I.C.8.

			Biosolids Limitation		Monitoring Requirements			
Parameter	Units	Max./Min	Limit	Statistical Basis	Frequency of Analysis	Sample Type	Monitoring Site Number	Notes
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	Monthly	Calculated	RMP-1	

[62-640.650(5)(a)1]

4. Biosolids quantities shall be calculated as listed in Permit Condition II.3 and as described below:

Monitoring Site Number	Description of Monitoring Site Calculations
RMP-1	Biosolids leaving site

5. The treatment, management, transportation, use, land application, or disposal of biosolids shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. [62-640.400(6)]

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6. Storage of biosolids or other solids at this facility shall be in accordance with the Facility Biosolids Storage Plan. [62-640.300(4)]
7. Biosolids shall not be spilled from or tracked off the treatment facility site by the hauling vehicle. [62-640.400(9)]

B. Disposal

1. Disposal of biosolids, septage, and "other solids" in a solid waste disposal facility, or disposal by placement on land for purposes other than soil conditioning or fertilization, such as at a monofill, surface impoundment, waste pile, or dedicated site, shall be in accordance with Chapter 62-701, F.A.C. [62-640.100(6)(b) & (c)]

C. Transfer

1. The permittee shall not be held responsible for treatment and management violations that occur after its biosolids have been accepted by a permitted biosolids treatment facility with which the source facility has an agreement in accordance with subsection 62-640.880(1)(c), F.A.C., for further treatment, management, or disposal. [62-640.880(1)(b)]
2. The permittee shall keep hauling records to track the transport of biosolids between the facilities. The hauling records shall contain the following information:

Source Facility

1. Date and time shipped
2. Amount of biosolids shipped
3. Degree of treatment (if applicable)
4. Name and ID Number of treatment facility
5. Signature of responsible party at source facility
6. Signature of hauler and name of hauling firm

Biosolids Treatment Facility or Treatment Facility

1. Date and time received
2. Amount of biosolids received
3. Name and ID number of source facility
4. Signature of hauler
5. Signature of responsible party at treatment facility

A copy of the source facility hauling records for each shipment shall be provided upon delivery of the biosolids to the biosolids treatment facility or treatment facility. The treatment facility permittee shall report to the Department within 24 hours of discovery any discrepancy in the quantity of biosolids leaving the source facility and arriving at the biosolids treatment facility or treatment facility.

[62-640.880(4)]

D. Receipt

1. If the permittee intends to accept biosolids from other facilities, a permit revision is required pursuant to paragraph 62-640.880(2)(d), F.A.C. [62-640.880(2)(d)]

III. GROUND WATER REQUIREMENTS

A. Construction Requirements

1. The permittee shall give at least 72-hour notice to the Department's Central District Office, prior to the installation of any monitoring wells. [62-520.600(6)(h)]
2. Before construction of new ground water monitoring wells, a soil boring shall be made at each new monitoring well location to properly determine monitoring well specifications such as well depth, screen interval, screen slot, and filter pack. [62-520.600(6)(g)]

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3. Within 30 days after installation of a monitoring well, the permittee shall submit to the Department's Central District Office well completion reports and soil boring/lithologic logs on the attached DEP Form(s) 62-520.900(3), Monitoring Well Completion Report. [62-520.600(6)(j) and .900(3)]
4. All piezometers and monitoring wells not part of the approved ground water monitoring plan shall be plugged and abandoned in accordance with Rule 62-532.500(5), F.A.C., unless future use is intended. [62-532.500(5)]

B. Operational Requirements

1. For the Part III Public Access system, all ground water quality criteria specified in Chapter 62-520, F.A.C., shall be met at the edge of the zone of discharge. The zone of discharge shall extend horizontally 100 feet from the application site(s) or to the property boundaries, whichever is less, and vertically to the base of the surficial aquifer. [62-520.200(27)] [62-520.465]
2. The ground water minimum criteria specified in Rule 62-520.400 F.A.C., shall be met within the zone of discharge. [62-520.400 and 62-520.420(4)]
3. If the concentration for any constituent listed in Permit Condition III.6. in the natural background quality of the ground water is greater than the stated maximum, or in the case of pH is also less than the minimum, the representative background quality shall be the prevailing standard. [62-520.420(2)]
4. During the period of operation authorized by this permit, the permittee shall continue to sample ground water at the monitoring wells identified in Permit Condition III.5., below in accordance with this permit and the approved ground water monitoring plan prepared in accordance with Rule 62-520.600, F.A.C. [62-520.600] [62-610.463]
5. The following monitoring wells shall be sampled for Reuse System R-001.

Monitoring Well ID	Alternate Well Name and/or Description of Monitoring Location	Latitude	Longitude	Depth (Feet)	Aquifer Monitored	Well Type	New or Existing
MWB-1	Well Name MW-1 Golf Course WAFR 7328 3064A16235	29°17' 28"	81°2' 43"	20	Surficial	Background	Existing
MWC-2	Well Name MW-2 Golf Course WAFR 7327 3064A16236	29°17' 46"	81°2' 44"	15	Surficial	Compliance	Existing
MWC-3A	Well Name MW-3A Golf Course WAFR 46550 3064A16237	29°18' 16"	81°2' 58"	15	Surficial	Compliance	Existing
MWC-4	Well Name MW-4 Golf Course WAFR 7325 3064A16238	29°17' 44"	81°2' 30"	15	Surficial	Compliance	Existing
MWC-5A	Well Name MW-5A Golf Course WAFR 46551 3064A16239	29°18' 8"	81°2' 44"	15	Surficial	Compliance	Existing

[62-520.600] [62-610.463]

6. The following parameters shall be analyzed for each monitoring well identified in Permit Condition III.5.:

Parameter	Compliance Well Limit	Units	Sample Type	Monitoring Frequency
Water Level Relative to NGVD	Report	ft	In Situ	Quarterly
Nitrogen, Nitrate, Total (as N)	10	mg/L	Grab	Quarterly
Solids, Total Dissolved (TDS)	500	mg/L	Grab	Quarterly
Chloride (as Cl)	250	mg/L	Grab	Quarterly
Coliform, Fecal	4	#/100mL	Grab	Quarterly
pH	6.5-8.5	s.u.	Grab	Quarterly
Sulfate, Total	250	mg/L	Grab	Quarterly
Turbidity	Report	NTU	Grab	Quarterly
Sodium, Total Recoverable	160	mg/L	Grab	Quarterly
Trihalomethane, Total by summation	80	ug/L	Grab	Quarterly
Bis (2-ethylhexyl) phthalate	0.006	mg/L	Grab	Quarterly

[62-520.600(11)(b)] [62-600.670] [62-600.650(3)] [62-520.310(5)]

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7. Water levels shall be recorded before evacuating each well for sample collection. Elevation references shall include the top of the well casing and land surface at each well site (NAVD allowable) at a precision of plus or minus 0.01 foot. [62-520.600(11)(c)] [62-610.463(3)(a)]
8. Ground water monitoring wells shall be purged prior to sampling to obtain representative samples. [62-160.210] [62-600.670(3)]
9. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Department's Central District Office as being more representative of ground water conditions. [62-520.310(5)]
10. Ground water monitoring test results shall be submitted on Part D of Form 62-620.910(10) in accordance with Permit Condition I.C.8. [62-520.600(11)(b)] [62-600.670] [62-600.680(1)] [62-620.610(18)]
11. If any monitoring well becomes inoperable or damaged to the extent that sampling or well integrity may be affected, the permittee shall notify the Department's Central District Office within two business days from discovery, and a detailed written report shall follow within ten days after notification to the Department. The written report shall detail what problem has occurred and remedial measures that have been taken to prevent recurrence or request approval for replacement of the monitoring well. All monitoring well design and replacement shall be approved by the Department's Central District Office before installation. [62-520.600(6)(l)]
12. The permittee shall sample the following monitoring well(s): MWC-5A for the primary and secondary drinking water parameters included in Rules 62-550.310 and 62-550.320, F.A.C., (except for asbestos and all parameters in Table 5 of Chapter 62-550, F.A.C., other than Di(2-ethylhexyl) adipate and Di(2-ethylhexyl) phthalate). Results of this sampling shall be submitted to the Department's Central District Office with the application for permit renewal. Sampling shall occur no sooner than 180 days before submittal of the renewal application and reported using the RWS-G DMR. [62-520.600(5)(b)]

IV. ADDITIONAL REUSE AND LAND APPLICATION REQUIREMENTS

A. Part III Public Access System(s)

1. Use of reclaimed water is authorized within the general service area identified in the attached map. The following uses of reclaimed water are authorized within this general service area:

Athletic Complexes and Parks
Golf Courses
Other Landscape Irrigation
Residential Developments

[62-620.630(10)(a)]

2. This reuse system includes the following major user(s) of reclaimed water (i.e., using 0.1 MGD or more) and general service area(s):

Site Number	User Name	User Type	Capacity (MGD)	Acreage
PAA-1	North Peninsula Residential development	Residential Developments	1.38	595
PAA-2	Residential/Recreational Open Space Residential Development	Golf Courses	1.38	594
PAA-3	Golf Courses/Oceanside; Tomoka Oaks; River Bend	Other Landscape Irrigation	2.38	437
PAA-4	Western Ormond Beach-Residential	Athletic Complexes and Parks	3.26	1399
PAA-5	South Peninsula-Residential	Golf Courses	1.57	676
PAA_6	Ormond Beach WRF	Other Landscape	0.02	12
Total			10.0	3713

[62-610.800(5)] [62-620.630(10)(b)]

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3. New major users of reclaimed water (i.e., using 0.1 MGD or more) may be added to the reuse system using the general permit described in Rule 62-610.890, F.A.C., if the requirements in this rule are complied with. Application for use of this general permit shall be made using Form 62-610.300(4)(a)1. [62-610.890]
4. Cross-connections to the potable water system are prohibited. [62-610.469(7)]
5. A cross-connection control program shall be implemented and/or remain in effect within the areas where reclaimed water will be provided for use and shall be in compliance with the Rule 62-555.360, F.A.C. [62-610.469(7)]
6. The permittee shall conduct inspections within the reclaimed water service area to verify proper connections, to minimize illegal cross-connections, and to verify both the proper use of reclaimed water and that the proper backflow prevention assemblies or devices have been installed and tested. Inspections are required when a customer first connects to the reuse distribution system. Subsequent inspections are required as specified in the cross-connection control and inspection program. [62-610.469(7)(h)]
7. If an actual or potential (e.g. no dual check device on residential connections served by a reuse system) cross-connection between the potable and reclaimed water systems is discovered, the permittee shall:
 - a. Immediately discontinue potable water and/or reclaimed water service to the affected area if an actual cross-connection is discovered.
 - b. If the potable water system is contaminated, clear the potable water lines.
 - c. Eliminate the cross-connection and install a backflow prevention device as required by the Rule 62-555.360.F.A.C.
 - d. Test the affected area for other possible cross-connections.
 - e. Within 24 hours, notify the Department's Central District Office's domestic wastewater and drinking water programs.
 - f. Within 5 days of discovery of an actual or potential cross-connection, submit a written report to the Department's Central District Office detailing: a description of the cross-connection, how the cross-connection was discovered, the exact date and time of discovery, approximate time that the cross-connection existed, the location, the cause, steps taken to eliminate the cross-connection, whether reclaimed water was consumed, and reports of possible illness, whether the drinking water system was contaminated and the steps taken to clear the drinking water system, when the cross-connection was eliminated, plan of action for testing for other possible cross-connections in the area, and an evaluation of the cross-connection control and inspection program to ensure that future cross-connections do not occur.

[62-555.360][62-620.610(20)]

8. Maximum obtainable separation of reclaimed water lines and potable water lines shall be provided and the minimum separation distances specified in Rule 62-610.469(7), F.A.C., shall be provided. Reuse facilities shall be color coded or marked. Underground piping which is not manufactured of metal or concrete shall be color coded using Pantone Purple 522C using light stable colorants. Underground metal and concrete pipe shall be color coded or marked using purple as the predominant color. [62-610.469(7)]
9. In constructing reclaimed water distribution piping, the permittee shall maintain a 75-foot setback distance from a reclaimed water transmission facility to public water supply wells. No setback distances are required to other potable water supply wells or to any nonpotable water supply wells. [62-610.471(3)]
10. A setback distance of 75 feet shall be maintained between the edge of the wetted area and potable water supply wells, unless the utility adopts and enforces an ordinance prohibiting potable water supply wells within the reuse service area. No setback distances are required to any nonpotable water supply well, to any surface water, to any developed areas, or to any private swimming pools, hot tubs, spas, saunas, picnic tables, barbecue pits, or barbecue grills. [62-610.471(1), (2), (5), and (7)]

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11. Reclaimed water shall not be used to fill swimming pools, hot tubs, or wading pools. [62-610.469(4)]
12. Low trajectory nozzles, or other means to minimize aerosol formation shall be used within 100 feet from outdoor public eating, drinking, or bathing facilities. [62-610.471(6)]
13. A setback distance of 100 feet shall be maintained from indoor aesthetic features using reclaimed water to adjacent indoor public eating and drinking facilities. [62-610.471(8)]
14. The public shall be notified of the use of reclaimed water. This shall be accomplished by posting of advisory signs in areas where reuse is practiced, notes on scorecards, or other methods. [62-610.468(2)]
15. All new advisory signs and labels on vaults, service boxes, or compartments that house hose bibbs along with all labels on hose bibbs, valves, and outlets shall bear the words "do not drink" and "no beber" along with the equivalent standard international symbol. In addition to the words "do not drink" and "no beber," advisory signs posted at storage ponds and decorative water features shall also bear the words "do not swim" and "no nadar" along with the equivalent standard international symbols. Existing advisory signs and labels shall be retrofitted, modified, or replaced in order to comply with the revised wording requirements. For existing advisory signs and labels this retrofit, modification, or replacement shall occur within 365 days after the date of this permit. For labels on existing vaults, service boxes, or compartments housing hose bibbs this retrofit, modification, or replacement shall occur within 730 days after the date of this permit. [62-610.468, 62-610.469]
16. The permittee shall ensure that users of reclaimed water are informed about the origin, nature, and characteristics of reclaimed water; the manner in which reclaimed water can be safely used; and limitations on the use of reclaimed water. Notification is required at the time of initial connection to the reclaimed water distribution system and annually after the reuse system is placed into operation. A description of on-going public notification activities shall be included in the Annual Reuse Report. [62-610.468(6)]
17. Routine aquatic weed control and regular maintenance of storage pond embankments and access areas are required. [62-610.414(8)]
18. Overflows from emergency discharge facilities on storage ponds shall be reported as abnormal events in accordance with Permit Condition IX.20. [62-610.800(9)]

Supplemental Water Supplies - Ground Water

19. An approved backflow prevention device, as described in Rule 62-555.360, F.A.C., shall be provided on the pipe from each well connected into the reclaimed water system. [62-610.472(4)]
20. The supplemental water supply pipes and appurtenances shall be color coded and marked to differentiate them from the reclaimed water and potable water facilities. [62-610.472(4)]
21. Facilities used to connect supplemental water supplies into the reclaimed water distribution system shall be located and documented in the record drawings for the reuse system. [62-610.472(7)]

Blending of Concentrate with Reclaimed Water

22. Demineralization concentrate from Ormond Beach Water Treatment Plant may be blended with the treated reclaimed water. Concentrate shall be blended with the reclaimed water at final plant effluent/reclaim water. [62-610.865]

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V. OPERATION AND MAINTENANCE REQUIREMENTS

A. Staffing Requirements

1. During the period of operation authorized by this permit, the wastewater facilities shall be operated under the supervision of one or more operators certified in accordance with Chapter 62-602, F.A.C. In accordance with Chapter 62-699, F.A.C., this facility is a Category I, Class A facility and, at a minimum, operators with appropriate certification must be on the site as follows:

A Class C or higher operator 24 hours/day for 7 days/week. The lead/chief operator must be a Class A operator.

[62-620.630(3)][62-699.310] [62-610.462]

2. The lead/chief operator shall be employed at the plant full time. "Full time" shall mean at least 4 days per week, working a minimum of 35 hours per week, including leave time. A licensed operator shall be on-site and in charge of each required shift for periods of required staffing time when the lead/chief operator is not on-site. An operator meeting the lead/chief operator class for the treatment plant shall be available during all periods of plant operation. "Available" means able to be contacted as needed to initiate the appropriate action in a timely manner. *[62-699.311(10), (6) and (1)]*

B. Capacity Analysis Report and Operation and Maintenance Performance Report Requirements

1. The application to renew this permit shall include an updated capacity analysis report prepared in accordance with Rule 62-600.405, F.A.C. *[62-600.405(5)]*
2. The application to renew this permit shall include a detailed operation and maintenance performance report prepared in accordance with Rule 62-600.735, F.A.C. *[62-600.735(1)]*

C. Recordkeeping Requirements

1. The permittee shall maintain the following records and make them available for inspection on the site of the permitted facility.
 - a. Records of all compliance monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, including, if applicable, a copy of the laboratory certification showing the certification number of the laboratory, for at least three years from the date the sample or measurement was taken;
 - b. Copies of all reports required by this permit for at least three years from the date the report was prepared;
 - c. Records of all data, including reports and documents, used to complete the application for this permit for at least three years from the date the application was filed;
 - d. Monitoring information, including a copy of the laboratory certification showing the laboratory certification number, related to the residuals use and disposal activities for the time period set forth in Chapter 62-640, F.A.C., for at least three years from the date of sampling or measurement;
 - e. A copy of the current wastewater facility permit;
 - f. Copies of the current operation and maintenance manuals for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee as required by Chapters 62-600 and 62-604, F.A.C.;
 - g. A copy of any required record drawings for the wastewater facility and the collection/transmission systems owned or operated by the wastewater facility permittee;
 - h. Copies of the licenses of the current certified operators;

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- i. Copies of the logs and schedules showing plant operations and equipment maintenance for three years from the date of the logs or schedules. The logs shall, at a minimum, include identification of the plant; the signature and license number of the operator(s) and the signature of the person(s) making any entries; date and time in and out; specific operation and maintenance activities, including any preventive maintenance or repairs made or requested; results of tests performed and samples taken, unless documented on a laboratory sheet; and notation of any notification or reporting completed in accordance with Rule 62-602.650(3), F.A.C. The logs shall be maintained on-site in a location accessible to 24-hour inspection, protected from weather damage, and current to the last operation and maintenance performed; and
- j. Records of biosolids quantities, treatment, monitoring, and hauling for at least five years.

[62-620.350, 62-604.500, 62-602.650, 62-640.650(4)]

VI. SCHEDULES

1. The following improvement actions shall be completed according to the following schedule:

Improvement Action	Completion Date
1. Complete the conversion of the RW EQ tank to a supplemental chlorine contact chamber	01/01/2021

[62-620.320(6)]

2. The permittee is not authorized to discharge to waters of the state after the expiration date of this permit, unless:
 - a. The permittee has applied for renewal of this permit at least 180 days before the expiration date of this permit using the appropriate forms listed in Rule 62-620.910, F.A.C., and in the manner established in the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., including submittal of the appropriate processing fee set forth in Rule 62-4.050, F.A.C.; or
 - b. The permittee has made complete the application for renewal of this permit before the permit expiration date.

Please note, effluent testing shall be conducted for each outfall in accordance with the instructions provided in Sections 3.A.12., 13., and 14. of the application form. A minimum of three samples shall be taken within four and one-half years prior to the date of the permit application and must be representative of the seasonal variation in the discharge from each outfall. [62-620.335(1) - (4)]

VII. INDUSTRIAL PRETREATMENT PROGRAM REQUIREMENTS

A. Implementation Requirements

1. The permittee shall function as the Control Authority and shall be responsible for the performance of all pretreatment program requirements contained in Chapter 62-625, F.A.C. The permittee shall be subject to enforcement actions, penalties, and other remedies by the Department or other appropriate parties. The permittee shall implement and enforce its Approved Pretreatment Program. The permittee's Approved Pretreatment Program is hereby made an enforceable condition of this permit. The Department may initiate enforcement action against an industrial user for noncompliance with applicable standards and requirements. [62-625.500]
2. The permittee shall enforce the requirements promulgated under Sections 307(b), 307(c), 307(d), and 402(b) of the Act. The permittee shall cause industrial users subject to Federal Categorical Standards to achieve compliance no later than the date specified in those requirements or, in the case of new industrial users, upon commencement of the discharge. [62-625.410]

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3. The permittee shall perform the pretreatment functions as required in Chapter 62-625, F.A.C., including, but not limited to, the following:
 - a. Implementing the necessary legal authorities as provided in Rule 62-625.500(2)(a), F.A.C. This includes, among other things, the authority to require compliance with applicable pretreatment standards, which includes general prohibitions listed in Rule 62-625.400(1), F.A.C., specific prohibitions in Rule 62-625.400(2), F.A.C., locally developed limits as required by Rules 62-625.400(3) and (4), F.A.C., and national categorical limits in accordance with Rule 62-625.410, F.A.C.;
 - b. Implementing the programmatic functions as required under Rule 62-625.500(2)(b), F.A.C.;
 - c. Providing the required funding, equipment, and personnel to implement the pretreatment program as provided in Rules 62-625.500(2), (3), and (4), F.A.C.; and
 - d. Providing a written technical evaluation that local limits have been developed in accordance with Rule 62-625.400(3)(a), F.A.C. The evaluation shall verify whether existing local limits protect the wastewater facilities, and if not, the permittee shall develop new local limits as part of the evaluation in accordance with Rule 62-625.600(16), F.A.C. For new local limits, a plan of study shall be submitted to the Department prior to initiating sampling required to develop the new local limits. This evaluation shall be submitted to the Department at the address in the condition below as required by the approved Industrial Pretreatment Program, or 180 days prior to the expiration of this permit.

[62-625.400 and .500]

4. As required by Rules 62-625.600(8) and (12), F.A.C., the permittee shall submit a signed copy of the annual report for pretreatment activities, including DMRs for Monitoring Site Numbers PRT-I, PRT-E, and PRT-R for this facility, to the Department at the following address:

Florida Department of Environmental Protection
Domestic Wastewater Section, Mail Station 3540
Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

The annual report shall contain the information required in accordance with Rule 62-625.600(8), F.A.C., except section (8)(f) as noted below, and shall describe the permittee's pretreatment activities for the reporting year. In the event that the permittee is not in compliance with any conditions or requirements of the pretreatment program, then the permittee shall also include the reasons for noncompliance and state how and when the permittee shall comply with such conditions and requirements.

In order to comply with Rule 62-625.600(8)(f), F.A.C., the permittee shall submit annual DMRs with the analytical results of influent, effluent, and residuals for those pollutants listed on the DMRs. For any other nonpriority pollutants which the permittee believes may be causing or contributing to interference, pass through, or adversely impacting residuals quality, the annual report shall provide a summary of all analytical results of influent, effluent, and residuals. The annual report and DMRs are due on February 1 of each year, to cover a period between January 1 to December 31. [62-625.600(8) and (12)]

5. No additional facilities are covered by the Ormond Beach WRF (FL0020532) pretreatment program.
6. Samples for Monitoring Site Numbers PRT-I, PRT-E, and PRT-R shall be taken at the monitoring site locations described below:

Monitoring Location Site Number	Description of Monitoring Location
PRT-I	Influent
PRT-E	Effluent
PRT-R	Residuals

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VIII. OTHER SPECIFIC CONDITIONS

1. The permittee shall comply with all conditions and requirements for reuse contained in their consumptive use permit issued by the Water Management District, if such requirements are consistent with Department rules. *[62-610.800(10)]*
2. In the event that the wastewater facilities or equipment, including collection/transmission systems, no longer function as intended, are no longer safe in terms of public health and safety (including inactive or abandoned facilities), or odor, noise, aerosol drift, or lighting adversely affects neighboring developed areas at the levels prohibited by paragraphs 62-600.400(2)(a) and 62-604.400(2)(c), F.A.C., corrective action (which may include additional maintenance or modifications of the permitted facilities) shall be taken by the permittee. Other corrective action may be required to ensure compliance with rules of the Department. Additionally, the treatment, management, use or land application of residuals shall not cause a violation of the odor prohibition in subsection 62-296.320(2), F.A.C. *[62-600.410(5), 62-604.500(3) and 62-640.400(6)]*
3. All collection/transmission systems shall be operated and maintained so as to provide uninterrupted service. *[62-604.500(2)]*
4. The deliberate introduction of stormwater in any amount into collection/transmission systems designed solely for the introduction (and conveyance) of domestic/industrial wastewater; or the deliberate introduction of stormwater into collection/transmission systems designed for the introduction or conveyance of combinations of storm and domestic/industrial wastewater in amounts which may reduce the efficiency of pollutant removal by the treatment plant is prohibited, except as provided by Rule 62-610.472, F.A.C. *[62-604.130(3)]*
5. Cross-connection, as defined in Rule 62-550.200, F.A.C., between the wastewater facility, including the collection/transmission system, and a potable water system is prohibited. *[62-550.360][62-604.130(3)]*
6. The collection/transmission operation and maintenance manual shall be maintained and revised periodically in accordance with subsection 62-604.500(4), F.A.C., to reflect any alterations performed or to reflect experience resulting from operation. However, a new operation and maintenance manual is not required to be developed for each project if there is already an existing manual that is applicable to the facilities being constructed. *[62-604.500(4)]*
7. Collection/transmission system overflows shall be reported to the Department in accordance with Permit Condition IX. 20. *[62-604.550] [62-620.610(20)]*
8. The operating authority of a collection/transmission system and the permittee of a treatment plant are prohibited from accepting connections of wastewater discharges which have not received necessary pretreatment or which contain materials or pollutants (other than normal domestic wastewater constituents):
 - a. Which may cause fire or explosion hazards; or
 - b. Which may cause excessive corrosion or other deterioration of wastewater facilities due to chemical action or pH levels; or
 - c. Which are solid or viscous and obstruct flow or otherwise interfere with wastewater facility operations or treatment; or
 - d. Which result in the wastewater temperature at the introduction of the treatment plant exceeding 40°C or otherwise inhibiting treatment; or
 - e. Which result in the presence of toxic gases, vapors, or fumes that may cause worker health and safety problems.

[62-604.130(5)]

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9. The treatment facility, storage ponds for Part II systems, rapid infiltration basins, and/or infiltration trenches shall be enclosed with a fence or otherwise provided with features to discourage the entry of animals and unauthorized persons. [62-600.400(2)(b)]
10. Screenings and grit removed from the wastewater facilities shall be collected in suitable containers and hauled to a Department approved Class I landfill or to a landfill approved by the Department for receipt/disposal of screenings and grit. [62-701.300(1)(a)]
11. Where required by Chapter 471 or Chapter 492, F.S., applicable portions of reports that must be submitted under this permit shall be signed and sealed by a professional engineer or a professional geologist, as appropriate. [62-620.310(4)]
12. The permittee shall provide verbal notice to the Department's Central District Office as soon as practical after discovery of a sinkhole or other karst feature within an area for the management or application of wastewater, wastewater residuals (sludges), or reclaimed water. The permittee shall immediately implement measures appropriate to control the entry of contaminants, and shall detail these measures to the Department's Central District Office in a written report within 7 days of the sinkhole discovery. [62-620.320(6)]

IX. GENERAL CONDITIONS

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are binding and enforceable pursuant to Chapter 403, Florida Statutes. Any permit noncompliance constitutes a violation of Chapter 403, Florida Statutes, and is grounds for enforcement action, permit termination, permit revocation and reissuance, or permit revision. [62-620.610(1)]
2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviations from the approved drawings, exhibits, specifications, or conditions of this permit constitutes grounds for revocation and enforcement action by the Department. [62-620.610(2)]
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or any exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor authorize any infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit or authorization that may be required for other aspects of the total project which are not addressed in this permit. [62-620.610(3)]
4. This permit conveys no title to land or water, does not constitute state recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title. [62-620.610(4)]
5. This permit does not relieve the permittee from liability and penalties for harm or injury to human health or welfare, animal or plant life, or property caused by the construction or operation of this permitted source; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. The permittee shall take all reasonable steps to minimize or prevent any discharge, reuse of reclaimed water, or residuals use or disposal in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. [62-620.610(5)]
6. If the permittee wishes to continue an activity regulated by this permit after its expiration date, the permittee shall apply for and obtain a new permit. [62-620.610(6)]
7. The permittee shall at all times properly operate and maintain the facility and systems of treatment and control, and related appurtenances, that are installed and used by the permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to maintain or achieve compliance with the conditions of the permit. [62-620.610(7)]

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8. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit revision, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not stay any permit condition. [62-620.610(8)]
9. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, including an authorized representative of the Department and authorized EPA personnel, when applicable, upon presentation of credentials or other documents as may be required by law, and at reasonable times, depending upon the nature of the concern being investigated, to:
 - a. Enter upon the permittee's premises where a regulated facility, system, or activity is located or conducted, or where records shall be kept under the conditions of this permit;
 - b. Have access to and copy any records that shall be kept under the conditions of this permit;
 - c. Inspect the facilities, equipment, practices, or operations regulated or required under this permit; and
 - d. Sample or monitor any substances or parameters at any location necessary to assure compliance with this permit or Department rules.

[62-620.610(9)]

10. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data, and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except as such use is proscribed by Section 403.111, F.S., or Rule 62-620.302, F.A.C. Such evidence shall only be used to the extent that it is consistent with the Florida Rules of Civil Procedure and applicable evidentiary rules. [62-620.610(10)]
11. When requested by the Department, the permittee shall within a reasonable time provide any information required by law which is needed to determine whether there is cause for revising, revoking and reissuing, or terminating this permit, or to determine compliance with the permit. The permittee shall also provide to the Department upon request copies of records required by this permit to be kept. If the permittee becomes aware of relevant facts that were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be promptly submitted or corrections promptly reported to the Department. [62-620.610(11)]
12. Unless specifically stated otherwise in Department rules, the permittee, in accepting this permit, agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. A reasonable time for compliance with a new or amended surface water quality standard, other than those standards addressed in Rule 62-302.500, F.A.C., shall include a reasonable time to obtain or be denied a mixing zone for the new or amended standard. [62-620.610(12)]
13. The permittee, in accepting this permit, agrees to pay the applicable regulatory program and surveillance fee in accordance with Rule 62-4.052, F.A.C. [62-620.610(13)]
14. This permit is transferable only upon Department approval in accordance with Rule 62-620.340, F.A.C. The permittee shall be liable for any noncompliance of the permitted activity until the transfer is approved by the Department. [62-620.610(14)]
15. The permittee shall give the Department written notice at least 60 days before inactivation or abandonment of a wastewater facility or activity and shall specify what steps will be taken to safeguard public health and safety during and following inactivation or abandonment. [62-620.610(15)]
16. The permittee shall apply for a revision to the Department permit in accordance with Rules 62-620.300, F.A.C., and the Department of Environmental Protection Guide to Permitting Wastewater Facilities or Activities Under Chapter 62-620, F.A.C., at least 90 days before construction of any planned substantial modifications to the permitted facility is to commence or with Rule 62-620.325(2), F.A.C., for minor modifications to the permitted facility. A revised permit shall be obtained before construction begins except as provided in Rule 62-620.300, F.A.C. [62-620.610(16)]

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17. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or activity which may result in noncompliance with permit requirements. The permittee shall be responsible for any and all damages which may result from the changes and may be subject to enforcement action by the Department for penalties or revocation of this permit. The notice shall include the following information:
- a. A description of the anticipated noncompliance;
 - b. The period of the anticipated noncompliance, including dates and times; and
 - c. Steps being taken to prevent future occurrence of the noncompliance.

[62-620.610(17)]

18. Sampling and monitoring data shall be collected and analyzed in accordance with Rule 62-4.246 and Chapters 62-160, 62-600, and 62-610, F.A.C., and 40 CFR 136, as appropriate.
- a. Monitoring results shall be reported at the intervals specified elsewhere in this permit and shall be reported on a Discharge Monitoring Report (DMR), DEP Form 62-620.910(10), or as specified elsewhere in the permit.
 - b. If the permittee monitors any contaminant more frequently than required by the permit, using Department approved test procedures, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the DMR.
 - c. Calculations for all limitations which require averaging of measurements shall use an arithmetic mean unless otherwise specified in this permit.
 - d. Except as specifically provided in Rule 62-160.300, F.A.C., any laboratory test required by this permit shall be performed by a laboratory that has been certified by the Department of Health Environmental Laboratory Certification Program (DOH ELCP). Such certification shall be for the matrix, test method and analyte(s) being measured to comply with this permit. For domestic wastewater facilities, testing for parameters listed in Rule 62-160.300(4), F.A.C., shall be conducted under the direction of a certified operator.
 - e. Field activities including on-site tests and sample collection shall follow the applicable standard operating procedures described in DEP-SOP-001/01 adopted by reference in Chapter 62-160, F.A.C.
 - f. Alternate field procedures and laboratory methods may be used where they have been approved in accordance with Rules 62-160.220, and 62-160.330, F.A.C.

[62-620.610(18)]

19. Reports of compliance or noncompliance with, or any progress reports on, interim and final requirements contained in any compliance schedule detailed elsewhere in this permit shall be submitted no later than 14 days following each schedule date. [62-620.610(19)]
20. The permittee shall report to the Department any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance. For noncompliance events related to sanitary sewer overflows or bypass events, these reports must include the data described above (with the exception of time of discovery) as well as the type of event (sanitary sewer overflows or bypass events), type of sewer overflow (e.g., manhole), discharge volumes by the treatment works treating domestic sewage, types of human health and environmental impacts of the sewer overflow event, and whether the noncompliance was related to wet weather. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). Notice required under paragraph (d) may be provided together with the written submission using the Business Portal. All noncompliance events related to sanitary sewer overflows or bypass events submitted after December 21, 2020 shall be submitted electronically.

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- (a) The following shall be included as information which must be reported within 24 hours under this condition:
1. Any unanticipated bypass which causes any reclaimed water or the effluent to exceed any permit limitation or results in an unpermitted discharge,
 2. Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
 3. Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
 4. Any unauthorized discharge to surface or ground waters.
- (b) Oral reports as required by this subsection shall be provided as follows:
1. For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the Department by calling the STATE WATCH OFFICE TOLL FREE NUMBER (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
 - a. Name, address, and telephone number of person reporting;
 - b. Name, address, and telephone number of permittee or responsible person for the discharge;
 - c. Date and time of the discharge and status of discharge (ongoing or ceased);
 - d. Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
 - e. Estimated amount of the discharge;
 - f. Location or address of the discharge;
 - g. Source and cause of the discharge;
 - h. Whether the discharge was contained on-site, and cleanup actions taken to date;
 - i. Description of area affected by the discharge, including name of water body affected, if any; and
 - j. Other persons or agencies contacted.
 2. Oral reports, not otherwise required to be provided pursuant to subparagraph (b)1. above, shall be provided to the Department within 24 hours from the time the permittee becomes aware of the circumstances.
- (c) If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department shall waive the written report.
- (d) In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the StateWatch Office pursuant to subparagraph (b)1. above shall also be reported to the Department within 24 hours from the time the permittee becomes aware of the discharge. The permittee shall provide to the Department information reported to the State Watch Office. Notice of unauthorized releases or spills may be provided to the Department through the Department's Public Notice of Pollution web page at <https://floridadep.gov/pollutionnotice>.
1. If, after providing notice pursuant to paragraph (d) above, the permittee determines that a reportable unauthorized release or spill did not occur or that an amendment to the notice is warranted, the permittee may submit additional notice to the Department documenting such determination.
 2. If, after providing notice pursuant to paragraph (d) above, the permittee discovers that a reportable unauthorized release or spill has migrated outside the property boundaries of the installation, the permittee

PERMITTEE: City of Ormond Beach
FACILITY: Ormond Beach WRF

PERMIT NUMBER: FL0020532 (Major)
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must provide an additional notice to the Department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

[62-620.610(20)] [62-620.100(3)] [403.077, F.S.]

21. The permittee shall report all instances of noncompliance not reported under Permit Conditions IX.17., IX.18., or IX.19. of this permit at the time monitoring reports are submitted. This report shall contain the same information required by Permit Condition IX.20. of this permit. [62-620.610(21)]
22. Bypass Provisions.
- a. "Bypass" means the intentional diversion of waste streams from any portion of a treatment works.
 - b. Bypass is prohibited, and the Department may take enforcement action against a permittee for bypass, unless the permittee affirmatively demonstrates that:
 - (1) Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
 - (2) There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate back-up equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
 - (3) The permittee submitted notices as required under Permit Condition IX.22.c. of this permit.
 - c. If the permittee knows in advance of the need for a bypass, it shall submit prior notice to the Department, if possible at least 10 days before the date of the bypass. The permittee shall submit notice of an unanticipated bypass within 24 hours of learning about the bypass as required in Permit Condition IX.20. of this permit. A notice shall include a description of the bypass and its cause; the period of the bypass, including exact dates and times; if the bypass has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass.
 - d. The Department shall approve an anticipated bypass, after considering its adverse effect, if the permittee demonstrates that it will meet the three conditions listed in Permit Condition IX.22.b.(1) through (3) of this permit.
 - e. A permittee may allow any bypass to occur which does not cause reclaimed water or effluent limitations to be exceeded if it is for essential maintenance to assure efficient operation. These bypasses are not subject to the provisions of Permit Condition IX.22.b. through d. of this permit.

[62-620.610(22)]

23. Upset Provisions.

- a. "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based effluent limitations because of factors beyond the reasonable control of the permittee.
 - (1) An upset does not include noncompliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, careless or improper operation.
 - (2) An upset constitutes an affirmative defense to an action brought for noncompliance with technology based permit effluent limitations if the requirements of upset provisions of Rule 62-620.610, F.A.C., are met.
- b. A permittee who wishes to establish the affirmative defense of upset shall demonstrate, through properly signed contemporaneous operating logs, or other relevant evidence that:
 - (1) An upset occurred and that the permittee can identify the cause(s) of the upset;
 - (2) The permitted facility was at the time being properly operated;
 - (3) The permittee submitted notice of the upset as required in Permit Condition IX.20. of this permit; and
 - (4) The permittee complied with any remedial measures required under Permit Condition IX.5. of this permit.

PERMITTEE: City of Ormond Beach
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- c. In any enforcement proceeding, the burden of proof for establishing the occurrence of an upset rests with the permittee.
- d. Before an enforcement proceeding is instituted, no representation made during the Department review of a claim that noncompliance was caused by an upset is final agency action subject to judicial review.

[62-620.610(23)]

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Reggie Phillips
Environmental Administrator
Permitting and Waste Cleanup Program

Attachment(s):
Discharge Monitoring Report
Pathogen Monitoring Report Form
Map of the General Reuse Service Area

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldeportal.com/go/>

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P
LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: D-001
MONITORING GROUP DESCRIPTION: Discharge to Halifax River
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

Effective Date of DMR July 1, 2020
REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-1	Permit Requirement		6.0 (An.Avg.)	MGD						Continuous	Calculated
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-1	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Calculated
Flow	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-10	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 Q Mon. Site No. FLW-10	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 R Mon. Site No. FLW-6	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 S Mon. Site No. FLW-6	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

D-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFD-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 1 Mon. Site No. EFD-1	Permit Requirement				10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 Y Mon. Site No. EFD-1	Permit Requirement					5.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 1 Mon. Site No. EFD-1	Permit Requirement				10.0 (Max.)	7.5 (Max.Wk.Avg.)	6.25 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Y Mon. Site No. EFA-1	Permit Requirement					200 (An.Avg.)		#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement				800 (Max.)	400 (90th %)	200 (Mo.Geo.Mn.)	#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 P Mon. Site No. EFA-2	Permit Requirement					200 (An.Avg.)		#/100mL		5 Days/Week	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 Q Mon. Site No. EFA-2	Permit Requirement				800 (Max.)	400 (90th %)	200 (Mo.Geo.Mn.)	#/100mL		5 Days/Week	Grab
Enterococci	Sample Measurement										
PARM Code 31639 1 Mon. Site No. EFD-1	Permit Requirement					35 (Mo.Geo.Mn.)	130 (90th %)	#/100mL		5 Days/Week	Grab
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. EFD-1	Permit Requirement				6.5 (Min.)		8.5 (Max.)	s.u.		Continuous	Meter

ISSUANCE/REISSUANCE DATE: May 8, 2020

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

D-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				0.5 (Min.)			mg/L		Continuous	Meter
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 P Mon. Site No. EFA-2	Permit Requirement				0.5 (Min.)			mg/L		Continuous	Meter
Chlorine, Total Residual (For Dechlorination)	Sample Measurement										
PARM Code 50060 1 Mon. Site No. EFD-1	Permit Requirement						0.01 (Max.)	mg/L		Daily; 24 hours	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 1 Mon. Site No. EFD-1	Permit Requirement				6.0 (Max.)	4.5 (Max.Wk.Avg.)	3.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 1 Mon. Site No. EFD-1	Permit Requirement				2.0 (Max.)	1.5 (Max.Wk.Avg.)	1.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Oxygen, Dissolved (DO)	Sample Measurement										
PARM Code 00300 1 Mon. Site No. EFD-1	Permit Requirement				4.0 (Min.)			mg/L		Daily; 24 hours	Grab
Nitrogen, Total	Sample Measurement										
PARM Code 00600 P Mon. Site No. EFD-1	Permit Requirement	Report (Mo.Total)	54831 (An.Total)	lb/yr						Monthly	Calculated
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 P Mon. Site No. EFD-1	Permit Requirement	Report (Mo.Total)	18278 (An.Total)	lb/yr						Monthly	Calculated
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Routine)	Sample Measurement										
PARM Code TAN3B P Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		Semi-Annually; twice per year	4 grabs/24 hr.
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Additional)	Sample Measurement										
PARM Code TAN3B Q Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit

ISSUANCE/REISSUANCE DATE: May 8, 2020

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP D-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
LC50 STATRE 96HOUR ACUTE Ceriodaphnia dubia (Additional)	Sample Measurement										
PARM Code TAN3B R Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Routine)	Sample Measurement										
PARM Code TAN6H P Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		Semi-Annually; twice per year	4 grabs/24 hr.
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Additional)	Sample Measurement										
PARM Code TAN6H Q Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
LC50 STATRE 96HOUR ACUTE Cyprinella leedsi (Additional)	Sample Measurement										
PARM Code TAN6H R Mon. Site No. EFD-1	Permit Requirement				100 (Min.)			percent		As needed	As required by the permit
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 Y Mon. Site No. EFD-1	Permit Requirement					100 (An.Avg.)		ug/L		Monthly	Grab
Enterococci	Sample Measurement										
PARM Code 31639 P Mon. Site No. EFD-1	Permit Requirement					35 (Mo.Geo.Mn.)	104 (Max.)	#/100mL		5 Days/Week	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldeportal.com/go/>

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: R-001
MONITORING GROUP DESCRIPTION: Public Access Reuse, with Influent
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Monthly
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Flow	Sample Measurement										
PARM Code 50050 Y Mon. Site No. FLW-2	Permit Requirement		10.0 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow	Sample Measurement										
PARM Code 50050 1 Mon. Site No. FLW-2	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 Y Mon. Site No. EFA-1	Permit Requirement					20.0 (An.Avg.)		mg/L		5 Days/Week	24-hr FPC
BOD, Carbonaceous 5 day, 20C	Sample Measurement										
PARM Code 80082 A Mon. Site No. EFA-1	Permit Requirement				60.0 (Max.)	45.0 (Max.Wk.Avg.)	30.0 (Mo.Avg.)	mg/L		5 Days/Week	24-hr FPC
Solids, Total Suspended	Sample Measurement										
PARM Code 00530 B Mon. Site No. EFB-1	Permit Requirement						5.0 (Max.)	mg/L		Daily; 24 hours	Grab
Coliform, Fecal	Sample Measurement										
PARM Code 74055 A Mon. Site No. EFA-1	Permit Requirement						25 (Max.)	#/100mL		Daily; 24 hours	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

R-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal, % less than detection	Sample Measurement										
PARM Code 51005 A Mon. Site No. EFA-1	Permit Requirement				75 (Min.Mo.Total)			percent		Daily; 24 hours	Calculated
pH	Sample Measurement										
PARM Code 00400 A Mon. Site No. EFA-1	Permit Requirement				6.0 (Min.)		8.5 (Max.)	s.u.		Continuous	Meter
Chlorine, Total Residual (For Disinfection)	Sample Measurement										
PARM Code 50060 A Mon. Site No. EFA-1	Permit Requirement				1.0 (Min.)			mg/L		Continuous	Meter
Turbidity	Sample Measurement										
PARM Code 00070 B Mon. Site No. EFB-1	Permit Requirement						Report (Max.)	NTU		Continuous	Meter
Flow (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 50050 P Mon. Site No. FLW-7	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 50050 Q Mon. Site No. FLW-7	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 50050 R Mon. Site No. FLW-7	Permit Requirement		Report (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 50050 S Mon. Site No. FLW-7	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Flow (Concentrate)	Sample Measurement										
PARM Code 50050 T Mon. Site No. FLW-3	Permit Requirement		1.0 (An.Avg.)	MGD						Continuous	Meter
Flow (Concentrate)	Sample Measurement										
PARM Code 50050 U Mon. Site No. FLW-3	Permit Requirement		Report (Mo.Avg.)	MGD						Continuous	Meter

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

R-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nitrogen, Total	Sample Measurement										
PARM Code 00600 Y Mon. Site No. EFA-1	Permit Requirement				Report (An.Avg.)			mg/L		Weekly	24-hr FPC
Nitrogen, Total	Sample Measurement										
PARM Code 00600 A Mon. Site No. EFA-1	Permit Requirement					Report (Mo.Avg.)		mg/L		Weekly	24-hr FPC
Solids, Total Suspended (Blend)	Sample Measurement										
PARM Code 00530 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)		mg/L		Weekly	Grab
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 Y Mon. Site No. EFA-1	Permit Requirement				Report (An.Avg.)			mg/L		Weekly	24-hr FPC
Phosphorus, Total (as P)	Sample Measurement										
PARM Code 00665 A Mon. Site No. EFA-1	Permit Requirement					Report (Mo.Avg.)		mg/L		Weekly	24-hr FPC
pH (Blend)	Sample Measurement										
PARM Code 00400 P Mon. Site No. OTH-1	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Weekly	Grab
Specific Conductance (Blend)	Sample Measurement										
PARM Code 00095 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	umhos/cm		Continuous	Meter
Fluoride, Total (as F) (Blend)	Sample Measurement										
PARM Code 00951 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	mg/L		Weekly	Grab
Blend Ratio (1:2.5 Max Concentrate:Reclaimed)	Sample Measurement										
PARM Code 51133 P Mon. Site No. CAL-2	Permit Requirement					0.40 (Max.)		ratio		Continuous	Calculated
Sodium Adsorption Ratio (Blend)	Sample Measurement										
PARM Code 00931 P Mon. Site No. OTH-1	Permit Requirement						Report (Max.)	ratio		Weekly	Calculated

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

R-001

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Sodium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00923 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)	mg/L			Weekly	Grab
Magnesium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00921 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)	mg/L			Weekly	Grab
Calcium, Total Recoverable (Blend)	Sample Measurement										
PARM Code 00918 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)	mg/L			Weekly	Grab
Chloride (as Cl) (Blend)	Sample Measurement										
PARM Code 00940 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)	mg/L			Weekly	Grab
Solids, Total Dissolved (TDS) (Blend)	Sample Measurement										
PARM Code 70295 P Mon. Site No. OTH-1	Permit Requirement					Report (Max.)	mg/L			Weekly	Grab
Flow (total through plant)	Sample Measurement										
PARM Code 50050 G Mon. Site No. INF-1	Permit Requirement		8.0 (An.Avg.)	MGD						Continuous	Flow Totalizer
Flow (total through plant)	Sample Measurement										
PARM Code 50050 V Mon. Site No. INF-1	Permit Requirement	Report (Qt.Avg.)	Report (Mo.Avg.)	MGD						Continuous	Flow Totalizer
Percent Capacity, (TMADF/Permitted Capacity) x 100	Sample Measurement										
PARM Code 00180 G Mon. Site No. INF-1	Permit Requirement					Report (Mo.Avg.)	percent			Monthly	Calculated
BOD, Carbonaceous 5 day, 20C (Influent)	Sample Measurement										
PARM Code 80082 G Mon. Site No. INF-2	Permit Requirement					Report (Max.)	mg/L			5 Days/Week	24-hr FPC
Solids, Total Suspended (Influent)	Sample Measurement										
PARM Code 00530 G Mon. Site No. INF-2	Permit Requirement					Report (Max.)	mg/L			5 Days/Week	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldepportal.com/go/>

PERMITTEE NAME:
MAILING ADDRESS:

FACILITY:
LOCATION:

COUNTY:
OFFICE:

Ormond Beach, City of
22 S Beach St
Ormond Beach, Florida 32174- 6386

Ormond Beach WRF
550 N Orchard St
Ormond Beach, FL 32174-9512

Volusia
Central District

PERMIT NUMBER:

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION:
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD

FL0020532-023-DW1P

Final
MA
R-001
Public Access Reuse

☐
☐
From: _____ To: _____

REPORT FREQUENCY:
PROGRAM:

Quarterly
Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Coliform, Fecal (Ground Water from Hunters Ridge Well)	Sample Measurement										
PARM Code 74055 P Mon. Site No. OTH-2	Permit Requirement					Report (Max.)	#/100mL			Quarterly	Grab
Coliform, Fecal (Ground Water from Breakaway Trails Well)	Sample Measurement										
PARM Code 74055 Q Mon. Site No. OTH-3	Permit Requirement					Report (Max.)	#/100mL			Quarterly	Grab

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldepportal.com/go/>

PERMITTEE NAME:
MAILING ADDRESS:

FACILITY:
LOCATION:

COUNTY:
OFFICE:

Ormond Beach, City of
22 S Beach St
Ormond Beach, Florida 32174- 6386

Ormond Beach WRF
550 N Orchard St
Ormond Beach, FL 32174-9512

Volusia
Central District

PERMIT NUMBER:

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION:
RE-SUBMITTED DMR:
NO DISCHARGE FROM SITE:
MONITORING PERIOD

FL0020532-023-DW1P

Final
MA
RMP-Q
Biosolids Quantity

☐
☐
From: _____ To: _____

REPORT FREQUENCY:
PROGRAM:

Monthly
Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Biosolids Quantity (Transferred)	Sample Measurement										
PARM Code B0007 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated
Biosolids Quantity (Landfilled)	Sample Measurement										
PARM Code B0008 + Mon. Site No. RMP-1	Permit Requirement		Report (Mo.Total)	dry tons						Monthly	Calculated

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldeportal.com/go/>

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: PRT-I
MONITORING GROUP DESCRIPTION: Influent Pretreatment

REPORT FREQUENCY: Annually
PROGRAM: Domestic

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

COUNTY: Volusia
OFFICE: Central District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement										
PARM Code 00400 G Mon. Site No. PRT-I	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Annually	Grab
Oil and Grease, hexane extr method	Sample Measurement										
PARM Code 00552 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/L		Annually	Grab
Benzene	Sample Measurement										
PARM Code 34030 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Bromoform	Sample Measurement										
PARM Code 32104 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride	Sample Measurement										
PARM Code 32102 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chlorobenzene	Sample Measurement										
PARM Code 34301 G Mon. Site No. PRT-I	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorodibromomethane	Sample Measurement										
PARM Code 34306 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Chloroethane	Sample Measurement										
PARM Code 85811 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
2-chloroethyl vinyl ether (mixed)	Sample Measurement										
PARM Code 34576 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Chloroform	Sample Measurement										
PARM Code 32106 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichlorobenzene	Sample Measurement										
PARM Code 34536 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,3-dichlorobenzene	Sample Measurement										
PARM Code 34566 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,4-dichlorobenzene	Sample Measurement										
PARM Code 34571 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1-dichloroethane	Sample Measurement										
PARM Code 34496 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichloroethane	Sample Measurement										
PARM Code 32103 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,1-dichloroethylene	Sample Measurement										
PARM Code 34501 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichloropropane	Sample Measurement										
PARM Code 34541 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,3-dichloropropene	Sample Measurement										
PARM Code 77163 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Ethylbenzene	Sample Measurement										
PARM Code 34371 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methyl bromide	Sample Measurement										
PARM Code 34413 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methyl chloride	Sample Measurement										
PARM Code 34418 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methylene chloride	Sample Measurement										
PARM Code 34423 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,2,2-tetrachloroethane	Sample Measurement										
PARM Code 34516 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Tetrachloroethylene	Sample Measurement										
PARM Code 34475 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Toluene	Sample Measurement										
PARM Code 34010 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,2-trans-dichloroethylene	Sample Measurement										
PARM Code 34546 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,1-trichloroethane	Sample Measurement										
PARM Code 34506 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,2-trichloroethane	Sample Measurement										
PARM Code 34511 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Trichloroethylene	Sample Measurement										
PARM Code 39180 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Vinyl chloride	Sample Measurement										
PARM Code 39175 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
2-chlorophenol	Sample Measurement										
PARM Code 34586 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dichlorophenol	Sample Measurement										
PARM Code 34601 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dimethylphenol	Sample Measurement										
PARM Code 34606 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,6-dinitro-o-cresol	Sample Measurement										
PARM Code 34657 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dinitrophenol	Sample Measurement										
PARM Code 34616 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2-nitrophenol	Sample Measurement										
PARM Code 34591 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-nitrophenol	Sample Measurement										
PARM Code 34646 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
p-chloro-m-cresol	Sample Measurement										
PARM Code 82627 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Pentachlorophenol	Sample Measurement										
PARM Code 39032 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Phenol, Single Compound	Sample Measurement										
PARM Code 34694 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4,6-trichlorophenol	Sample Measurement										
PARM Code 34621 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Acenaphthene	Sample Measurement										
PARM Code 34205 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Acenaphthylene	Sample Measurement										
PARM Code 34200 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Anthracene	Sample Measurement										
PARM Code 34220 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzidine	Sample Measurement										
PARM Code 39120 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Benzo(a)anthracene	Sample Measurement										
PARM Code 34526 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(a)pyrene	Sample Measurement										
PARM Code 34247 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(b)fluoranthene (3,4-benzo)	Sample Measurement										
PARM Code 79531 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(ghi)perylene	Sample Measurement										
PARM Code 34521 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(k)fluoranthene	Sample Measurement										
PARM Code 34242 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroethoxy) methane	Sample Measurement										
PARM Code 34278 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroethyl) ether	Sample Measurement										
PARM Code 34273 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroisopropyl) ether	Sample Measurement										
PARM Code 34283 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate	Sample Measurement										
PARM Code 39100 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-bromophenyl phenyl ether	Sample Measurement										
PARM Code 34636 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Butyl benzyl phthalate	Sample Measurement										
PARM Code 34292 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2-chloronaphthalene	Sample Measurement										
PARM Code 34581 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-chlorophenyl phenyl ether	Sample Measurement										
PARM Code 34641 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chrysene	Sample Measurement										
PARM Code 34320 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dibenzo (a,h) anthracene	Sample Measurement										
PARM Code 34556 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
3,3'-dichlorobenzidine	Sample Measurement										
PARM Code 34631 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Diethyl phthalate	Sample Measurement										
PARM Code 34336 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dimethyl phthalate	Sample Measurement										
PARM Code 34341 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Di-n-butyl phthalate	Sample Measurement										
PARM Code 39110 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dinitrotoluene	Sample Measurement										
PARM Code 34611 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2,6-dinitrotoluene	Sample Measurement										
PARM Code 34626 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Di-n-octyl phthalate	Sample Measurement										
PARM Code 34596 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
1,2-diphenylhydrazine	Sample Measurement										
PARM Code 34346 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Fluoranthene	Sample Measurement										
PARM Code 34376 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Fluorene	Sample Measurement										
PARM Code 34381 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorobenzene	Sample Measurement										
PARM Code 39700 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorobutadiene	Sample Measurement										
PARM Code 39702 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorocyclopentadiene	Sample Measurement										
PARM Code 34386 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachloroethane	Sample Measurement										
PARM Code 34396 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Indeno (1,2,3-Cd) pyrene	Sample Measurement										
PARM Code 34403 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Isophorone	Sample Measurement										
PARM Code 34408 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Naphthalene	Sample Measurement										
PARM Code 34696 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Nitrobenzene	Sample Measurement										
PARM Code 34447 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodimethylamine	Sample Measurement										
PARM Code 34438 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodi-n-propylamine	Sample Measurement										
PARM Code 34428 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodiphenylamine	Sample Measurement										
PARM Code 34433 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Phenanthrene	Sample Measurement										
PARM Code 34461 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Pyrene	Sample Measurement										
PARM Code 34469 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
1,2,4-trichlorobenzene	Sample Measurement										
PARM Code 34551 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Aldrin	Sample Measurement										
PARM Code 39330 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Alpha-bhc	Sample Measurement										
PARM Code 39336 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
B-bhc-beta	Sample Measurement										
PARM Code 39338 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Gamma BHC (Lindane)	Sample Measurement										
PARM Code 39782 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Delta benzene hexachloride	Sample Measurement										
PARM Code 34259 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chlordane (tech mix. and metabolites)	Sample Measurement										
PARM Code 39350 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDT (p,p'-DDT)	Sample Measurement										
PARM Code 39300 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDE (p,p'-DDE)	Sample Measurement										
PARM Code 39320 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDD (p,p'-DDD)	Sample Measurement										
PARM Code 39310 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dieldrin	Sample Measurement										
PARM Code 39380 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
A-endosulfan-alpha	Sample Measurement										
PARM Code 34361 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
B-endosulfan-beta	Sample Measurement										
PARM Code 34356 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endosulfan sulfate	Sample Measurement										
PARM Code 34351 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endrin	Sample Measurement										
PARM Code 39390 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endrin aldehyde	Sample Measurement										
PARM Code 34366 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Heptachlor	Sample Measurement										
PARM Code 39410 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Heptachlor epoxide	Sample Measurement										
PARM Code 39420 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1242	Sample Measurement										
PARM Code 39496 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1254	Sample Measurement										
PARM Code 39504 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1221	Sample Measurement										
PARM Code 39488 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1232	Sample Measurement										
PARM Code 39492 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
PCB-1248	Sample Measurement										
PARM Code 39500 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1260	Sample Measurement										
PARM Code 39508 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1016	Sample Measurement										
PARM Code 34671 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Toxaphene	Sample Measurement										
PARM Code 39400 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Antimony, Total Recoverable	Sample Measurement										
PARM Code 01268 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Arsenic, Total Recoverable	Sample Measurement										
PARM Code 00978 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Beryllium, Total Recoverable	Sample Measurement										
PARM Code 00998 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Cadmium, Total Recoverable	Sample Measurement										
PARM Code 01113 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chromium, Total Recoverable	Sample Measurement										
PARM Code 01118 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Copper, Total Recoverable	Sample Measurement										
PARM Code 01119 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-I

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Total Recoverable	Sample Measurement										
PARM Code 01114 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Mercury, Total Recoverable	Sample Measurement										
PARM Code 71901 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Nickel, Total Recoverable	Sample Measurement										
PARM Code 01074 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Selenium, Total Recoverable	Sample Measurement										
PARM Code 00981 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Silver, Total Recoverable	Sample Measurement										
PARM Code 01079 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Thallium, Total Recoverable	Sample Measurement										
PARM Code 00982 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Zinc, Total Recoverable	Sample Measurement										
PARM Code 01094 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Cyanide, Total Recoverable	Sample Measurement										
PARM Code 78248 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Phenolic Compounds, Total Recoverable	Sample Measurement										
PARM Code 70029 G Mon. Site No. PRT-I	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldeportal.com/go/>

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: PRT-E
MONITORING GROUP DESCRIPTION: Effluent Pretreatment

REPORT FREQUENCY: Annually
PROGRAM: Domestic

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

COUNTY: Volusia
OFFICE: Central District

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
pH	Sample Measurement										
PARM Code 00400 1 Mon. Site No. PRT-E	Permit Requirement				Report (Min.)		Report (Max.)	s.u.		Annually	Grab
Oil and Grease, hexane extr method	Sample Measurement										
PARM Code 00552 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/L		Annually	Grab
Benzene	Sample Measurement										
PARM Code 34030 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Bromoform	Sample Measurement										
PARM Code 32104 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride	Sample Measurement										
PARM Code 32102 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab
Chlorobenzene	Sample Measurement										
PARM Code 34301 1 Mon. Site No. PRT-E	Permit Requirement					Report (An.Avg.)	Report (Max.)	ug/L		Annually	Grab

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Chlorodibromomethane	Sample Measurement										
PARM Code 34306 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Chloroethane	Sample Measurement										
PARM Code 85811 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
2-chloroethyl vinyl ether (mixed)	Sample Measurement										
PARM Code 34576 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Chloroform	Sample Measurement										
PARM Code 32106 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Dichlorobromomethane	Sample Measurement										
PARM Code 32101 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichlorobenzene	Sample Measurement										
PARM Code 34536 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,3-dichlorobenzene	Sample Measurement										
PARM Code 34566 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,4-dichlorobenzene	Sample Measurement										
PARM Code 34571 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1-dichloroethane	Sample Measurement										
PARM Code 34496 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichloroethane	Sample Measurement										
PARM Code 32103 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

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DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,1-dichloroethylene	Sample Measurement										
PARM Code 34501 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,2-dichloropropane	Sample Measurement										
PARM Code 34541 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,3-dichloropropene	Sample Measurement										
PARM Code 77163 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Ethylbenzene	Sample Measurement										
PARM Code 34371 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methyl bromide	Sample Measurement										
PARM Code 34413 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methyl chloride	Sample Measurement										
PARM Code 34418 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Methylene chloride	Sample Measurement										
PARM Code 34423 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,2,2-tetrachloroethane	Sample Measurement										
PARM Code 34516 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Tetrachloroethylene	Sample Measurement										
PARM Code 34475 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Toluene	Sample Measurement										
PARM Code 34010 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
1,2-trans-dichloroethylene	Sample Measurement										
PARM Code 34546 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,1-trichloroethane	Sample Measurement										
PARM Code 34506 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
1,1,2-trichloroethane	Sample Measurement										
PARM Code 34511 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Trichloroethylene	Sample Measurement										
PARM Code 39180 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Vinyl chloride	Sample Measurement										
PARM Code 39175 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
2-chlorophenol	Sample Measurement										
PARM Code 34586 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dichlorophenol	Sample Measurement										
PARM Code 34601 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dimethylphenol	Sample Measurement										
PARM Code 34606 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,6-dinitro-o-cresol	Sample Measurement										
PARM Code 34657 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dinitrophenol	Sample Measurement										
PARM Code 34616 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

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DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2-nitrophenol	Sample Measurement										
PARM Code 34591 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-nitrophenol	Sample Measurement										
PARM Code 34646 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
p-chloro-m-cresol	Sample Measurement										
PARM Code 82627 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Pentachlorophenol	Sample Measurement										
PARM Code 39032 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Phenol, Single Compound	Sample Measurement										
PARM Code 34694 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4,6-trichlorophenol	Sample Measurement										
PARM Code 34621 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Acenaphthene	Sample Measurement										
PARM Code 34205 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Acenaphthylene	Sample Measurement										
PARM Code 34200 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Anthracene	Sample Measurement										
PARM Code 34220 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzidine	Sample Measurement										
PARM Code 39120 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Benzo(a)anthracene	Sample Measurement										
PARM Code 34526 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(a)pyrene	Sample Measurement										
PARM Code 34247 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(b)fluoranthene (3,4-benzo)	Sample Measurement										
PARM Code 79531 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(ghi)perylene	Sample Measurement										
PARM Code 34521 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Benzo(k)fluoranthene	Sample Measurement										
PARM Code 34242 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroethoxy) methane	Sample Measurement										
PARM Code 34278 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroethyl) ether	Sample Measurement										
PARM Code 34273 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-chloroisopropyl) ether	Sample Measurement										
PARM Code 34283 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate	Sample Measurement										
PARM Code 39100 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-bromophenyl phenyl ether	Sample Measurement										
PARM Code 34636 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Butyl benzyl phthalate	Sample Measurement										
PARM Code 34292 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2-chloronaphthalene	Sample Measurement										
PARM Code 34581 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4-chlorophenyl phenyl ether	Sample Measurement										
PARM Code 34641 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chrysene	Sample Measurement										
PARM Code 34320 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dibenzo (a,h) anthracene	Sample Measurement										
PARM Code 34556 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
3,3'-dichlorobenzidine	Sample Measurement										
PARM Code 34631 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Diethyl phthalate	Sample Measurement										
PARM Code 34336 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dimethyl phthalate	Sample Measurement										
PARM Code 34341 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Di-n-butyl phthalate	Sample Measurement										
PARM Code 39110 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
2,4-dinitrotoluene	Sample Measurement										
PARM Code 34611 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
2,6-dinitrotoluene	Sample Measurement										
PARM Code 34626 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Di-n-octyl phthalate	Sample Measurement										
PARM Code 34596 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
1,2-diphenylhydrazine	Sample Measurement										
PARM Code 34346 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Fluoranthene	Sample Measurement										
PARM Code 34376 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Fluorene	Sample Measurement										
PARM Code 34381 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorobenzene	Sample Measurement										
PARM Code 39700 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorobutadiene	Sample Measurement										
PARM Code 39702 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachlorocyclopentadiene	Sample Measurement										
PARM Code 34386 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Hexachloroethane	Sample Measurement										
PARM Code 34396 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Indeno (1,2,3-Cd) pyrene	Sample Measurement										
PARM Code 34403 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Isophorone	Sample Measurement										
PARM Code 34408 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Naphthalene	Sample Measurement										
PARM Code 34696 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Nitrobenzene	Sample Measurement										
PARM Code 34447 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodimethylamine	Sample Measurement										
PARM Code 34438 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodi-n-propylamine	Sample Measurement										
PARM Code 34428 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
N-nitrosodiphenylamine	Sample Measurement										
PARM Code 34433 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Phenanthrene	Sample Measurement										
PARM Code 34461 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Pyrene	Sample Measurement										
PARM Code 34469 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
1,2,4-trichlorobenzene	Sample Measurement										
PARM Code 34551 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Aldrin	Sample Measurement										
PARM Code 39330 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Alpha-bhc	Sample Measurement										
PARM Code 39336 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
B-bhc-beta	Sample Measurement										
PARM Code 39338 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Gamma BHC (Lindane)	Sample Measurement										
PARM Code 39782 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Delta benzene hexachloride	Sample Measurement										
PARM Code 34259 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chlordane (tech mix. and metabolites)	Sample Measurement										
PARM Code 39350 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDT (p,p'-DDT)	Sample Measurement										
PARM Code 39300 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDE (p,p'-DDE)	Sample Measurement										
PARM Code 39320 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
4,4'-DDD (p,p'-DDD)	Sample Measurement										
PARM Code 39310 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Dieldrin	Sample Measurement										
PARM Code 39380 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
A-endosulfan-alpha	Sample Measurement										
PARM Code 34361 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
B-endosulfan-beta	Sample Measurement										
PARM Code 34356 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endosulfan sulfate	Sample Measurement										
PARM Code 34351 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endrin	Sample Measurement										
PARM Code 39390 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Endrin aldehyde	Sample Measurement										
PARM Code 34366 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Heptachlor	Sample Measurement										
PARM Code 39410 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Heptachlor epoxide	Sample Measurement										
PARM Code 39420 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1242	Sample Measurement										
PARM Code 39496 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1254	Sample Measurement										
PARM Code 39504 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1221	Sample Measurement										
PARM Code 39488 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1232	Sample Measurement										
PARM Code 39492 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
PCB-1248	Sample Measurement										
PARM Code 39500 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1260	Sample Measurement										
PARM Code 39508 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
PCB-1016	Sample Measurement										
PARM Code 34671 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Toxaphene	Sample Measurement										
PARM Code 39400 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Antimony, Total Recoverable	Sample Measurement										
PARM Code 01268 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Arsenic, Total Recoverable	Sample Measurement										
PARM Code 00978 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Beryllium, Total Recoverable	Sample Measurement										
PARM Code 00998 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Cadmium, Total Recoverable	Sample Measurement										
PARM Code 01113 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Chromium, Total Recoverable	Sample Measurement										
PARM Code 01118 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Copper, Total Recoverable	Sample Measurement										
PARM Code 01119 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-E

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Lead, Total Recoverable	Sample Measurement										
PARM Code 01114 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Mercury, Total Recoverable	Sample Measurement										
PARM Code 71901 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Nickel, Total Recoverable	Sample Measurement										
PARM Code 01074 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Selenium, Total Recoverable	Sample Measurement										
PARM Code 00981 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Silver, Total Recoverable	Sample Measurement										
PARM Code 01079 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Thallium, Total Recoverable	Sample Measurement										
PARM Code 00982 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Zinc, Total Recoverable	Sample Measurement										
PARM Code 01094 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	24-hr FPC
Cyanide, Total Recoverable	Sample Measurement										
PARM Code 78248 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab
Phenolic Compounds, Total Recoverable	Sample Measurement										
PARM Code 70029 1 Mon. Site No. PRT-E	Permit Requirement				Report (An.Avg.)	Report (Max.)	ug/L			Annually	Grab

ISSUANCE/REISSUANCE DATE:

DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DEP Form 62-620.910(10), Effective Nov. 29, 1994

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldeportal.com/go/>

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

COUNTY: Volusia
OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: PRT-R
MONITORING GROUP DESCRIPTION: Residuals Pretreatment

REPORT FREQUENCY: Annually
PROGRAM: Domestic

RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING PERIOD From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Arsenic Total, Dry Weight, Sludge	Sample Measurement										
PARM Code 49565 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite
Cadmium, Sludge, Tot. Dry Wt. (Cd)	Sample Measurement										
PARM Code 78476 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite
Copper, Sludge, Tot. Dry Wt. (as Cu)	Sample Measurement										
PARM Code 78475 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite
Lead, Dry Weight	Sample Measurement										
PARM Code 78468 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite
Mercury, Dry Weight	Sample Measurement										
PARM Code 78471 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite
Molybdenum, Dry Weight	Sample Measurement										
PARM Code 78465 + Mon. Site No. PRT-R	Permit Requirement				Report (An.Avg.)	Report (Max.)		mg/kg		Annually	Composite

*FOR THOSE PARAMETERS THAT ARE SAMPLED ANNUALLY, THE MAXIMUM AND AVERAGE CONCENTRATIONS ARE EQUIVALENT AND SHALL BE REPORTED AS SUCH ON THE DMR.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

ISSUANCE/REISSUANCE DATE:
DMR EFFECTIVE DATE: 1st day of the 2nd month following effective date of permit - Permit expiration

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY:Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

PRT-R

From: _____ To: _____

PERMIT NUMBER: FL0020532-023-DW1P

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Nickel, Dry Weight	Sample Measurement										
PARM Code 78469 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Selenium Sludge Solid	Sample Measurement										
PARM Code 61518 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite
Zinc, Dry Weight	Sample Measurement										
PARM Code 78467 + Mon. Site No. PRT-R	Permit Requirement					Report (An.Avg.)	Report (Max.)	mg/kg		Annually	Composite

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FL0020532-023-DW1P
From: _____ To: _____

Facility: Ormond Beach WRF

	BOD, Carbonaceous 5 day, 20C (Influent) mg/L	BOD, Carbonaceous 5 day, 20C mg/L	BOD, Carbonaceous 5 day, 20C mg/L	Calcium, Total Recoverable (Blend) mg/L	Chloride (as Cl) (Blend) mg/L	Chlorine, Total Residual (For Dechlorination) mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Chlorine, Total Residual (For Disinfection) mg/L	Coliform, Fecal #/100mL	Coliform, Fecal #/100mL	Dichlorobromomethane ug/L
Code	80082	80082	80082	00918	00940	50060	50060	50060	74055	74055	32101
Mon. Site	INF-2	EFA-1	EFD-1	OTH-1	OTH-1	EFD-1	EFA-1	EFA-2	EFA-1	EFA-2	EFD-1
1											
2											
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26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator	Class: _____	Certificate No: _____	Name: _____
Evening Shift Operator	Class: _____	Certificate No: _____	Name: _____
Night Shift Operator	Class: _____	Certificate No: _____	Name: _____
Lead Operator	Class: _____	Certificate No: _____	Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FL0020532-023-DW1P
From: To:

Facility: Ormond Beach WRF

	Enterococci #/100mL	Flow (Concentrate) MGD	Flow (Ground Water from Breakaway Trails Well) MGD	Flow (total through plant) MGD	Flow MGD	Flow MGD	Flow MGD	Fluoride, Total (as F) (Blend) mg/L	Magnesium, Total Recoverable (Blend) mg/L	Nitrogen, Total mg/L	Nitrogen, Total mg/L
Code	31639	50050	50050	50050	50050	50050	50050	00951	00921	00600	00600
Mon. Site	EFD-1	FLW-3	FLW-7	INF-1	FLW-10	FLW-2	FLW-6	OTH-1	OTH-1	EFA-1	EFD-1
1											
2											
3											
4											
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29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator	Class:	_____	Certificate No:	_____	Name:	_____
Evening Shift Operator	Class:	_____	Certificate No:	_____	Name:	_____
Night Shift Operator	Class:	_____	Certificate No:	_____	Name:	_____
Lead Operator	Class:	_____	Certificate No:	_____	Name:	_____

DAILY SAMPLE RESULTS - PART B

Permit Number:
Monitoring Period

FL0020532-023-DW1P
From: _____ To: _____

Facility: Ormond Beach WRF

	Oxygen, Dissolved (DO) mg/L	Phosphorus, Total (as P) mg/L	Phosphorus, Total (as P) mg/L	Sodium, Total Recoverable (Blend) mg/L	Solids, Total Dissolved (TDS) (Blend) mg/L	Solids, Total Suspended (Blend) mg/L	Solids, Total Suspended (Influent) mg/L	Solids, Total Suspended mg/L	Solids, Total Suspended mg/L	Specific Conductance (Blend) umhos/cm	Turbidity NTU
Code	00300	00665	00665	00923	70295	00530	00530	00530	00530	00095	00070
Mon. Site	EFD-1	EFA-1	EFD-1	OTH-1	OTH-1	OTH-1	INF-2	EFB-1	EFD-1	OTH-1	EFB-1
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
15											
16											
17											
18											
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20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:

Day Shift Operator Class: _____ Certificate No: _____ Name: _____

Evening Shift Operator Class: _____ Certificate No: _____ Name: _____

Night Shift Operator Class: _____ Certificate No: _____ Name: _____

Lead Operator Class: _____ Certificate No: _____ Name: _____

DAILY SAMPLE RESULTS - PART B

Permit Number: FL0020532-023-DW1P Facility: Ormond Beach WRF
Monitoring Period From: To:

	pH (Blend) s.u.	pH Min s.u.	pH Max s.u.	pH Min s.u.	pH Max s.u.						
Code	00400	00400	00400	00400	00400						
Mon. Site	OTH-1	EFA-1	EFA-1	EFD-1	EFD-1						
1											
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
13											
14											
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20											
21											
22											
23											
24											
25											
26											
27											
28											
29											
30											
31											
Total											
Mo. Avg.											

PLANT STAFFING:
Day Shift Operator Class: Certificate No: Name:
Evening Shift Operator Class: Certificate No: Name:
Night Shift Operator Class: Certificate No: Name:
Lead Operator Class: Certificate No: Name:

GROUNDWATER MONITORING REPORT - PART D

Facility Name:Ormond Beach WRF

Permit Number:FL0020532-023-DW1P

County:Volusia

Monitoring Well ID:MWB-1

Well Type:Background

Description:Well Name MW-1 Golf Course WAFR 7328
3064A16235

Report Frequency:Quarterly

Program:Domestic

Office:Central District

Re-submitted DMR:☐

Monitoring Period

From: _____ To: _____

Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling?

___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		Report	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		Report	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		Report	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		Report	#/100mL	Grab	Quarterly				
pH	00400		Report	s.u.	Grab	Quarterly				
Sulfate, Total	00945		Report	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		Report	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		Report	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		Report	mg/L	Grab	Quarterly				

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
 Permit Number: FL0020532-023-DW1P
 County: Volusia

Monitoring Well ID: MWC-2
 Well Type: Compliance
 Description: Well Name MW-2 Golf Course WAFR 7327
 3064A16236
 Report Frequency: Quarterly
 Program: Domestic
 Re-submitted DMR: ☐

Office: Central District

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
 Permit Number: FL0020532-023-DW1P
 County: Volusia

Monitoring Well ID: MWC-3A
 Well Type: Compliance
 Description: Well Name MW-3A
 Golf Course WAFR
 46550 3064A16237

Report Frequency: Quarterly
 Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
 Permit Number: FL0020532-023-DW1P
 County: Volusia

Monitoring Well ID: MWC-4
 Well Type: Compliance
 Description: Well Name MW-4 Golf Course WAFR 7325
 3064A16238
 Report Frequency: Quarterly
 Program: Domestic
 Re-submitted DMR: ☐

Office: Central District

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____
 Time Sample Obtained: _____

Was the well purged before sampling? ___ Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

GROUNDWATER MONITORING REPORT - PART D

Facility Name: Ormond Beach WRF
 Permit Number: FL0020532-023-DW1P
 County: Volusia

Monitoring Well ID: MWC-5A
 Well Type: Compliance
 Description: Well Name MW-5A
 Golf Course WAFR
 46551 3064A16239

Report Frequency: Quarterly
 Program: Domestic

Office: Central District

Re-submitted DMR: ☐

Monitoring Period From: _____ To: _____ Date Sample Obtained: _____

Time Sample Obtained: _____

Was the well purged before sampling? ___Yes ___ No

Parameter	PARM Code	Sample Measurement	Permit Requirement	Units	Sample Type	Frequency of Analysis	Detection Limits	Analysis Method	Sampling Equipment Used	Samples Filtered (L/F/N)
Water Level Relative to NGVD	82545		Report	ft	In Situ	Quarterly				
Nitrogen, Nitrate, Total (as N)	00620		10	mg/L	Grab	Quarterly				
Solids, Total Dissolved (TDS)	70295		500	mg/L	Grab	Quarterly				
Chloride (as Cl)	00940		250	mg/L	Grab	Quarterly				
Coliform, Fecal	74055		4	#/100mL	Grab	Quarterly				
pH	00400		6.5-8.5	s.u.	Grab	Quarterly				
Sulfate, Total	00945		250	mg/L	Grab	Quarterly				
Turbidity	00070		Report	NTU	Grab	Quarterly				
Sodium, Total Recoverable	00923		160	mg/L	Grab	Quarterly				
Trihalomethane, Total by summation	82080		80	ug/L	Grab	Quarterly				
Bis (2-ethylhexyl) phthalate	39100		0.006	mg/L	Grab	Quarterly				

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NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENTS AND EXPLANATION (Reference all attachments here):

INSTRUCTIONS FOR COMPLETING THE WASTEWATER DISCHARGE MONITORING REPORT

Read these instructions before completing the DMR. Hard copies and/or electronic copies of the required parts of the DMR were provided with the permit. All required information shall be completed in full and typed or printed in ink. A signed, original DMR shall be mailed to the address printed on the DMR by the 28th of the month following the monitoring period. Facilities who submit their DMR(s) electronically through eDMR do not need to submit a hardcopy DMR. The DMR shall not be submitted before the end of the monitoring period.

The DMR consists of three parts--A, B, and D--all of which may or may not be applicable to every facility. Facilities may have one or more Part A's for reporting effluent or reclaimed water data. All domestic wastewater facilities will have a Part B for reporting daily sample results. Part D is used for reporting ground water monitoring well data.

When results are not available, the following codes should be used on parts A and D of the DMR and an explanation provided where appropriate. Note: Codes used on Part B for raw data are different.

CODE	DESCRIPTION/INSTRUCTIONS
ANC	Analysis not conducted.
DRY	Dry Well
FLD	Flood disaster.
IFS	Insufficient flow for sampling.
LS	Lost sample.
MNR	Monitoring not required this period.

CODE	DESCRIPTION/INSTRUCTIONS
NOD	No discharge from/to site.
OPS	Operations were shutdown so no sample could be taken.
OTH	Other. Please enter an explanation of why monitoring data were not available.
SEF	Sampling equipment failure.

When reporting analytical results that fall below a laboratory's reported method detection limits or practical quantification limits, the following instructions should be used, unless indicated otherwise in the permit or on the DMR:

1. Results greater than or equal to the PQL shall be reported as the measured quantity.
2. Results less than the PQL and greater than or equal to the MDL shall be reported as the laboratory's MDL value. These values shall be deemed equal to the MDL when necessary to calculate an average for that parameter and when determining compliance with permit limits.
3. Results less than the MDL shall be reported by entering a less than sign ("<") followed by the laboratory's MDL value, e.g. < 0.001. A value of one-half the MDL or one-half the effluent limit, whichever is lower, shall be used for that sample when necessary to calculate an average for that parameter. Values less than the MDL are considered to demonstrate compliance with an effluent limitation.

PART A -DISCHARGE MONITORING REPORT (DMR)

Part A of the DMR is comprised of one or more sections, each having its own header information. Facility information is preprinted in the header as well as the monitoring group number, whether the limits and monitoring requirements are interim or final, and the required submittal frequency (e.g. monthly, annually, quarterly, etc.). Submit Part A based on the required reporting frequency in the header and the instructions shown in the permit. The following should be completed by the permittee or authorized representative:

Resubmitted DMR: Check this box if this DMR is being re-submitted because there was information missing from or information that needed correction on a previously submitted DMR. The information that is being revised should be clearly noted on the re-submitted DMR (e.g. highlight, circle, etc.)

No Discharge From Site: Check this box if no discharge occurs and, as a result, there are no data or codes to be entered for all of the parameters on the DMR for the entire monitoring group number; however, if the monitoring group includes other monitoring locations (e.g., influent sampling), the "NOD" code should be used to individually denote those parameters for which there was no discharge.

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Sample Measurement: Before filling in sample measurements in the table, check to see that the data collected correspond to the limit indicated on the DMR (i.e. interim or final) and that the data correspond to the monitoring group number in the header. Enter the data or calculated results for each parameter on this row in the non-shaded area above the limit. Be sure the result being entered corresponds to the appropriate statistical base code (e.g. annual average, monthly average, single sample maximum, etc.) and units. Data qualifier codes are not to be reported on Part A.

No. Ex.: Enter the number of sample measurements during the monitoring period that exceeded the permit limit for each parameter in the non-shaded area. If none, enter zero.

Frequency of Analysis: The shaded areas in this column contain the minimum number of times the measurement is required to be made according to the permit. Enter the actual number of times the measurement was made in the space above the shaded area.

Sample Type: The shaded areas in this column contain the type of sample (e.g. grab, composite, continuous) required by the permit. Enter the actual sample type that was taken in the space above the shaded area.

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comment and Explanation of Any Violations: Use this area to explain any exceedances, any upset or by-pass events, or other items which require explanation. If more space is needed, reference all attachments in this area.

PART B - DAILY SAMPLE RESULTS

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Daily Monitoring Results: Transfer all analytical data from your facility's laboratory or a contract laboratory's data sheets for all day(s) that samples were collected. Record the data in the units indicated. Table 1 in Chapter 62-160, F.A.C., contains a complete list of all the data qualifier codes that your laboratory may use when reporting analytical results. However, when transferring numerical results onto Part B of the DMR, only the following data qualifier codes should be used and an explanation provided where appropriate.

CODE	DESCRIPTION/INSTRUCTIONS
<	The compound was analyzed for but not detected.
A	Value reported is the mean (average) of two or more determinations.
J	Estimated value, value not accurate.
Q	Sample held beyond the actual holding time.
Y	Laboratory analysis was from an unpreserved or improperly preserved sample.

To calculate the monthly average, add each reported value to get a total. For flow, divide this total by the number of days in the month. For all other parameters, divide the total by the number of observations.

Plant Staffing: List the name, certificate number, and class of all state certified operators operating the facility during the monitoring period. Use additional sheets as necessary.

PART D - GROUND WATER MONITORING REPORT

Monitoring Period: Enter the month, day, and year for the first and last day of the monitoring period (i.e. the month, the quarter, the year, etc.) during which the data on this report were collected and analyzed.

Date Sample Obtained: Enter the date the sample was taken. Also, check whether or not the well was purged before sampling.

Time Sample Obtained: Enter the time the sample was taken.

Sample Measurement: Record the results of the analysis. If the result was below the minimum detection limit, indicate that. Data qualifier codes are not to be reported on Part D.

Detection Limits: Record the detection limits of the analytical methods used.

Analysis Method: Indicate the analytical method used. Record the method number from Chapter 62-160 or Chapter 62-601, F.A.C., or from other sources.

Sampling Equipment Used: Indicate the procedure used to collect the sample (e.g. airlift, bucket/bailer, centrifugal pump, etc.)

Samples Filtered: Indicate whether the sample obtained was filtered by laboratory (L), filtered in field (F), or unfiltered (N).

Signature: This report must be signed in accordance with Rule 62-620.305, F.A.C. Type or print the name and title of the signing official. Include the telephone number where the official may be reached in the event there are questions concerning this report. Enter the date when the report is signed.

Comments and Explanation: Use this space to make any comments on or explanations of results that are unexpected. If more space is needed, reference all attachments in this area.

SPECIAL INSTRUCTIONS FOR LIMITED WET WEATHER DISCHARGES

Flow (Limited Wet Weather Discharge): Enter the measured average flow rate during the period of discharge or divide gallons discharged by duration of discharge (converted into days). Record in million gallons per day (MGD).

Flow (Upstream): Enter the average flow rate in the receiving stream upstream from the point of discharge for the period of discharge. The average flow rate can be calculated based on two measurements; one made at the start and one made at the end of the discharge period. Measurements are to be made at the upstream gauging station described in the permit.

Actual Stream Dilution Ratio: To calculate the Actual Stream Dilution Ratio, divide the average upstream flow rate by the average discharge flow rate. Enter the Actual Stream Dilution Ratio accurate to the nearest 0.1.

No. of Days the SDF > Stream Dilution Ratio: For each day of discharge, compare the minimum Stream Dilution Factor (SDF) from the permit to the calculated Stream Dilution Ratio. On Part B of the DMR, enter an asterisk (*) if the SDF is greater than the Stream Dilution Ratio on any day of discharge. On Part A of the DMR, add up the days with an "*" and record the total number of days the Stream Dilution Factor was greater than the Stream Dilution Ratio.

CBOD₅: Enter the average CBOD₅ of the reclaimed water discharged during the period shown in duration of discharge.

TKN: Enter the average TKN of the reclaimed water discharged during the period shown in duration of discharge.

Actual Rainfall: Enter the actual rainfall for each day on Part B. Enter the actual cumulative rainfall to date for this calendar year and the actual total monthly rainfall on Part A. The cumulative rainfall to date for this calendar year is the total amount of rain, in inches, that has been recorded since January 1 of the current year through the month for which this DMR contains data.

Rainfall During Average Rainfall Year: On Part A, enter the total monthly rainfall during the average rainfall year and the cumulative rainfall for the average rainfall year. The cumulative rainfall for the average rainfall year is the amount of rain, in inches, which fell during the average rainfall year from January through the month for which this DMR contains data.

No. of Days LWWD Activated During Calendar Year: Enter the cumulative number of days that the limited wet weather discharge was activated since January 1 of the current year.

Reason for Discharge: Attach to the DMR a brief explanation of the factors contributing to the need to activate the limited wet weather discharge.

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldepportal.com/go/>

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St

Ormond Beach, FL 32174-9512

COUNTY: Volusia

OFFICE: Central District

PERMIT NUMBER: FL0020532-023-DW1P

LIMIT: Final
CLASS SIZE: MA
MONITORING GROUP NUMBER: RWS-A
MONITORING GROUP: Annual Reclaimed Water or Effluent Analysis
DESCRIPTION:
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: * ☐
MONITORING PERIOD From: _____ To: _____

REPORT FREQUENCY: Annually
PROGRAM: Domestic

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)**	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

*THE "MONITORING NOT REQUIRED" CHECKBOX SHOULD BE SELECTED WHEN A CERTIFICATION STATEMENT IN ACCORDANCE WITH SUBSECTION 62-600.680(2), F.A.C., IS SUBMITTED WITH THIS DMR. SEE CERTIFICATION STATEMENT IN COMMENTS SECTION BELOW.

**GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

☐ NO NEW NON-DOMESTIC WASTEWATER DISCHARGERS HAVE BEEN ADDED TO THE COLLECTION SYSTEM SINCE THE LAST RECLAIMED WATER OR EFFLUENT ANALYSIS WAS CONDUCTED.
SIGN AND DATE:

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10 ⁻⁵)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-A	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-A

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-A	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174-6386

PERMIT NUMBER: FL0020532-023-DW1P

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION:
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: ☐
MONITORING PERIOD

Final
MA
RWS-B (Blend)
Annual Reclaimed Water or Effluent Analysis
REPORT FREQUENCY: Annually
PROGRAM: Domestic

COUNTY: Volusia
OFFICE: Central District

From: _____ To: _____

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)* PARM Code 01268 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10) PARM Code 00978 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000) PARM Code 01009 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4) PARM Code 00998 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5) PARM Code 01113 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100) PARM Code 01118 P Mon. Site No. RWS-B	Sample Measurement Permit Requirement						Annually	24-hr FPC

*GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10 ⁻⁵)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-B

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-B	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed mail this report to: Department of Environmental Protection, Wastewater Compliance Evaluation Section, MS 3551, 2600 Blair Stone Road, Tallahassee, FL 32399-2400

PERMITTEE NAME: City of Ormond Beach
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174-6386

PERMIT NUMBER: FL0020532-023-DW1P

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St
Ormond Beach, FL 32174-9512

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP DESCRIPTION:
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: ☐
MONITORING PERIOD From: _____ To: _____

Final
MA
RWS-C (Concentrate)
Annual Reclaimed Water or Effluent Analysis

REPORT FREQUENCY: Annually
PROGRAM: Domestic

COUNTY: Volusia
OFFICE: Central District

Parameter		Quantity or Loading	Units	Quality or Concentration	Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)* PARM Code 01268 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab
Arsenic, Total Recoverable (GWS = 10) PARM Code 00978 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab
Barium, Total Recoverable (GWS = 2,000) PARM Code 01009 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab
Beryllium, Total Recoverable (GWS = 4) PARM Code 00998 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab
Cadmium, Total Recoverable (GWS = 5) PARM Code 01113 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab
Chromium, Total Recoverable (GWS =100) PARM Code 01118 P Mon. Site No. RWS-C	Sample Measurement Permit Requirement						Annually	Grab

*GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

NUMBER:

MONITORING PERIOD

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10 ⁻⁵)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	pCi/L		Annually	Grab
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	pCi/L		Annually	Grab
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-C

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	ug/L		Annually	Grab
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-C	Permit Requirement						Report (Max.)	mg/L		Annually	Grab

DEPARTMENT OF ENVIRONMENTAL PROTECTION DISCHARGE MONITORING REPORT - PART A

When Completed submit this report to: <http://www.fldepportal.com/go/>

PERMITTEE NAME: Ormond Beach, City of
MAILING ADDRESS: 22 S Beach St
Ormond Beach, Florida 32174- 6386

FACILITY: Ormond Beach WRF
LOCATION: 550 N Orchard St

Ormond Beach, FL 32174-9512

COUNTY: Volusia

OFFICE: Central District

PERMIT NUMBER:

FL0020532-023-DW1P

LIMIT:
CLASS SIZE:
MONITORING GROUP NUMBER:
MONITORING GROUP
DESCRIPTION:
RE-SUBMITTED DMR: ☐
NO DISCHARGE FROM SITE: ☐
MONITORING NOT REQUIRED: * ☐
MONITORING PERIOD From: _____

Final
MA
RWS-G
Groundwater (MWC-5A) Analysis

REPORT FREQUENCY: Annually
PROGRAM: Domestic

To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Antimony, Total Recoverable (GWS = 6)**	Sample Measurement										
PARM Code 01268 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Arsenic, Total Recoverable (GWS = 10)	Sample Measurement										
PARM Code 00978 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Barium, Total Recoverable (GWS = 2,000)	Sample Measurement										
PARM Code 01009 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Beryllium, Total Recoverable (GWS = 4)	Sample Measurement										
PARM Code 00998 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Cadmium, Total Recoverable (GWS = 5)	Sample Measurement										
PARM Code 01113 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Chromium, Total Recoverable (GWS =100)	Sample Measurement										
PARM Code 01118 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC

*THE "MONITORING NOT REQUIRED" CHECKBOX SHOULD BE SELECTED WHEN A CERTIFICATION STATEMENT IN ACCORDANCE WITH SUBSECTION 62-600.680(2), F.A.C., IS SUBMITTED WITH THIS DMR. SEE CERTIFICATION STATEMENT IN COMMENTS SECTION BELOW.

**GROUND WATER STANDARD (GWS) FOR REFERENCE AND REVIEW ONLY.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

NAME/TITLE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	SIGNATURE OF PRINCIPAL EXECUTIVE OFFICER OR AUTHORIZED AGENT	TELEPHONE NO	DATE (mm/dd/yyyy)

COMMENT AND EXPLANATION OF ANY VIOLATIONS (Reference all attachments here):

☐ NO NEW NON-DOMESTIC WASTEWATER DISCHARGERS HAVE BEEN ADDED TO THE COLLECTION SYSTEM SINCE THE LAST RECLAIMED WATER OR EFFLUENT ANALYSIS WAS CONDUCTED.
SIGN AND DATE:

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Cyanide, Free (amen. to chlorination)(GWS = 200)	Sample Measurement										
PARM Code 00722 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Fluoride, Total (as F) (GWS = 4.0/2.0)	Sample Measurement										
PARM Code 00951 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Lead, Total Recoverable (GWS = 15)	Sample Measurement										
PARM Code 01114 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Mercury, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 71901 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Nickel, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01074 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Nitrogen, Nitrate, Total (as N) (GWS = 10)	Sample Measurement										
PARM Code 00620 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Nitrogen, Nitrite, Total (as N) (GWS = 1)	Sample Measurement										
PARM Code 00615 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Nitrite plus Nitrate, Total 1 det. (as N)(GWS = 10)	Sample Measurement										
PARM Code 00630 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Selenium, Total Recoverable (GWS =50)	Sample Measurement										
PARM Code 00981 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Sodium, Total Recoverable (GWS = 160)	Sample Measurement										
PARM Code 00923 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Thallium, Total Recoverable (GWS = 2)	Sample Measurement										
PARM Code 00982 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
1,1-dichloroethylene (GWS = 7)	Sample Measurement										
PARM Code 34501 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,1,1-trichloroethane (GWS = 200)	Sample Measurement										
PARM Code 34506 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,1,2-trichloroethane (GWS = 5)	Sample Measurement										
PARM Code 34511 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichloroethane (GWS = 3)	Sample Measurement										
PARM Code 32103 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichloropropane (GWS = 5)	Sample Measurement										
PARM Code 34541 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2,4-trichlorobenzene (GWS = 70)	Sample Measurement										
PARM Code 34551 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Benzene (GWS = 1)	Sample Measurement										
PARM Code 34030 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Carbon tetrachloride (GWS = 3)	Sample Measurement										
PARM Code 32102 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Cis-1,2-dichloroethene (GWS = 70)	Sample Measurement										
PARM Code 81686 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dichloromethane (methylene chloride)(GWS = 5)	Sample Measurement										
PARM Code 03821 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Ethylbenzene (GWS = 700)	Sample Measurement										
PARM Code 34371 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Monochlorobenzene (GWS = 100)	Sample Measurement										
PARM Code 34031 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-dichlorobenzene (GWS = 600)	Sample Measurement										
PARM Code 34536 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,4-dichlorobenzene (GWS = 75)	Sample Measurement										
PARM Code 34571 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Styrene, Total (GWS = 100)	Sample Measurement										
PARM Code 77128 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Tetrachloroethylene (GWS = 3)	Sample Measurement										
PARM Code 34475 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Toluene (GWS = 1,000)	Sample Measurement										
PARM Code 34010 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
1,2-trans-dichloroethylene (GWS = 100)	Sample Measurement										
PARM Code 34546 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Trichloroethylene (GWS = 3)	Sample Measurement										
PARM Code 39180 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Vinyl chloride (GWS = 1)	Sample Measurement										
PARM Code 39175 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Xylenes (GWS = 10,000)	Sample Measurement										
PARM Code 81551 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
2,3,7,8-tetrachlorodibenzo-p-dioxin(GWS = 3x10 ⁻⁵)	Sample Measurement										
PARM Code 34675 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
2,4-dichlorophenoxyacetic acid (GWS = 70)	Sample Measurement										
PARM Code 39730 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Silvex (GWS = 50)	Sample Measurement										
PARM Code 39760 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Alachlor (GWS = 2)	Sample Measurement										
PARM Code 39161 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Atrazine (GWS = 3)	Sample Measurement										
PARM Code 39033 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Benzo(a)pyrene (GWS = 0.2)	Sample Measurement										
PARM Code 34247 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Carbofuran (GWS = 40)	Sample Measurement										
PARM Code 81405 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Chlordane (tech mix. and metabolites)(GWS = 2)	Sample Measurement										
PARM Code 39350 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Dalapon (GWS = 200)	Sample Measurement										
PARM Code 38432 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Bis(2-ethylhexyl)adipate (GWS = 400)	Sample Measurement										
PARM Code 77903 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Bis (2-ethylhexyl) phthalate (GWS = 6)	Sample Measurement										
PARM Code 39100 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Dibromochloropropane (DBCP) (GWS = 0.2)	Sample Measurement										
PARM Code 82625 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Dinoseb (GWS = 7)	Sample Measurement										
PARM Code 30191 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Diquat (GWS = 20)	Sample Measurement										
PARM Code 04443 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Endothall (GWS = 100)	Sample Measurement										
PARM Code 38926 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Endrin (GWS = 2)	Sample Measurement										
PARM Code 39390 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Ethylene dibromide (1,2-dibromoethane)(GWS = 0.02)	Sample Measurement										
PARM Code 77651 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	Grab
Glyphosate (GWS = 0.7)	Sample Measurement										
PARM Code 79743 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Heptachlor (GWS = 0.4)	Sample Measurement										
PARM Code 39410 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Heptachlor epoxide (GWS = 0.2)	Sample Measurement										
PARM Code 39420 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Hexachlorobenzene (GWS = 1)	Sample Measurement										
PARM Code 39700 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Hexachlorocyclopentadiene (GWS = 50)	Sample Measurement										
PARM Code 34386 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Gamma BHC (Lindane) (GWS = 0.2)	Sample Measurement										
PARM Code 39782 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Methoxychlor (GWS = 40)	Sample Measurement										
PARM Code 39480 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Oxamyl (vydate) (GWS = 200)	Sample Measurement										
PARM Code 38865 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Pentachlorophenol (GWS = 1)	Sample Measurement										
PARM Code 39032 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Picloram (GWS = 500)	Sample Measurement										
PARM Code 39720 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Polychlorinated Biphenyls (PCBs)(GWS = 0.5)	Sample Measurement										
PARM Code 39516 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Simazine (GWS = 4)	Sample Measurement										
PARM Code 39055 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Toxaphene (GWS = 3)	Sample Measurement										
PARM Code 39400 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Trihalomethane, Total by summation(GWS = 0.080)	Sample Measurement										
PARM Code 82080 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	Grab
Radium 226 + Radium 228, Total (GWS = 5)	Sample Measurement										
PARM Code 11503 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		pCi/L		Annually	24-hr FPC
Alpha, Gross Particle Activity (GWS = 15)	Sample Measurement										
PARM Code 80045 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		pCi/L		Annually	24-hr FPC
Aluminum, Total Recoverable (GWS = 0.2)	Sample Measurement										
PARM Code 01104 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Chloride (as Cl) (GWS = 250)	Sample Measurement										
PARM Code 00940 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Iron, Total Recoverable (GWS = 0.3)	Sample Measurement										
PARM Code 00980 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		mg/L		Annually	24-hr FPC
Copper, Total Recoverable (GWS = 1,000)	Sample Measurement										
PARM Code 01119 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC
Manganese, Total Recoverable (GWS = 50)	Sample Measurement										
PARM Code 11123 P Mon. Site No. RWS-G	Permit Requirement					Report (Max.)		ug/L		Annually	24-hr FPC

DISCHARGE MONITORING REPORT - PART A (Continued)

FACILITY: Ormond Beach WRF

MONITORING GROUP
NUMBER:
MONITORING PERIOD

RWS-G

PERMIT NUMBER: FL0020532-023-DW1P

From: _____ To: _____

Parameter		Quantity or Loading		Units	Quality or Concentration			Units	No. Ex.	Frequency of Analysis	Sample Type
Silver, Total Recoverable (GWS = 100)	Sample Measurement										
PARM Code 01079 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
Sulfate, Total (GWS = 250)	Sample Measurement										
PARM Code 00945 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Zinc, Total Recoverable (GWS = 5,000)	Sample Measurement										
PARM Code 01094 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	ug/L		Annually	24-hr FPC
pH (GWS = 6.5-8.5)	Sample Measurement										
PARM Code 00400 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	s.u.		Annually	Grab
Solids, Total Dissolved (TDS) (GWS = 500)	Sample Measurement										
PARM Code 70295 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC
Foaming Agents (GWS = 0.5)	Sample Measurement										
PARM Code 01288 P Mon. Site No. RWS-G	Permit Requirement						Report (Max.)	mg/L		Annually	24-hr FPC

**FACT SHEET
FOR
STATE OF FLORIDA DOMESTIC WASTEWATER FACILITY PERMIT**

PERMIT NUMBER: FL0020532-023 (Major)
FACILITY NAME: Ormond Beach WRF
FACILITY LOCATION: 550 N Orchard St,
Ormond Beach, FL 32174-9512
Volusia County
NAME OF PERMITTEE: City of Ormond Beach
PERMIT WRITER: Dennise Judy

1. SUMMARY OF APPLICATION

a. Chronology of Application

Application Number: FL0020532-023-DW1P
Application Submittal Date: June 13, 2019

b. Type of Facility

Domestic Wastewater Treatment Plant
Ownership Type: Municipal
SIC Code: 4952

c. Facility Capacity

Existing Permitted Capacity:	8.0 MGD	Annual Average Daily Flow
Proposed Increase in Permitted Capacity:	0.0 MGD	Annual Average Daily Flow
Proposed Total Permitted Capacity:	8.0 MGD	Annual Average Daily Flow

d. Description of Wastewater Treatment

Treatment is provided by an existing 8.0 MGD annual average daily flow (AADF) permitted capacity advanced wastewater treatment (AWT) plant with an odor control system, influent screening, grit removal, biological nutrient removal (carousel type, 5-stage Bardenpho Process), re-aeration, chemical feed facilities, secondary clarification, tertiary filtration, high level disinfection, with post-aeration and dechlorination for the river discharge, and thickening, followed by dewatering, of biosolids. This permit authorizes modification of the piping, valving, and associated appurtenances to retrofit an existing Reclaimed Water (RW) Equalization (EQ) basin for use as a supplemental chlorine contact chamber.

e. Description of Effluent Disposal and Land Application Sites

R-001 is an existing 10.0 MGD annual average daily flow permitted capacity slow-rate public access system. R-001 consists of irrigation within the approved Reuse Service Area as shown on the attached map, to the major users identified in Part IV.A.2 of this permit. This reuse system also receives reclaimed water (RW) from the Holly Hill RW system. Excess reclaimed water, and substandard effluent, is discharged to D-001.

The Hunter's Ridge and Breakaway Trails RW storage systems receive water from supplemental groundwater wells prior to distribution within the service area.

Demineralization concentrate is blended with reclaimed water going to the slow-rate public access R-001.

D-001 is an existing 6.0 MGD annual average daily flow discharge to the Halifax River, Class III Marine waters, (WBID# 2363B). The outfall pipe is approximately 1000 feet in length and discharges at a depth of approximately 5 feet. The point of discharge is located approximately at latitude 29°17' 50" N, longitude 81°3' 26" W.

2. SUMMARY OF SURFACE WATER DISCHARGE

Pollutants which are present in significant quantities or which are subject to permit limitations are as follows:

Parameter	Units	Max/Min	Reported Value (11/30/2018 through 10/31/2019)	Statistical Basis
Flow	MGD	Min	0.03	Monthly Average
Flow	MGD	Max	5.40	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Min	1.0	Monthly Average
BOD, Carbonaceous 5 day, 20C	mg/L	Max	4.15	Monthly Average
Solids, Total Suspended	mg/L	Min	0.5	Monthly Average
Solids, Total Suspended	mg/L	Max	1.23	Monthly Average
Coliform, Fecal	#/100mL	Min	0.50	Monthly Average
Coliform, Fecal	#/100mL	Max	1.25	Monthly Average
pH	s.u.	Min	7.1	Single Sample
pH	s.u.	Max	8.4	Single Sample
Chlorine, Total Residual	mg/L	Min	0.4	Single Sample
Chlorine, Total Residual	mg/L	Max	1.4	Single Sample
Chlorine, Total Residual	mg/L	Min	0.01	Monthly Average
Chlorine, Total Residual	mg/L	Max	0.01	Monthly Average
Nitrogen, Total	mg/L	Min	1.4	Monthly Average
Nitrogen, Total	mg/L	Max	2.8	Monthly Average
Phosphorus, Total (as P)	mg/L	Min	0.04	Monthly Average
Phosphorus, Total (as P)	mg/L	Max	0.2	Monthly Average
Oxygen, Dissolved (DO)	mg/L	Min	6.1	Single Sample
Oxygen, Dissolved (DO)	mg/L	Max	7.9	Single Sample
Chlorodibromomethane	ug/L	Min	13.9	Annual Average
Chlorodibromomethane	ug/L	Max	15.4	Annual Average
Dichlorobromomethane	ug/L	Min	33.7	Annual Average
Dichlorobromomethane	ug/L	Max	39.1	Annual Average
Copper, Total Recoverable	ug/L	Min	0.90	Single Sample
Copper, Total Recoverable	ug/L	Max	0.93	Single Sample
Zinc, Total Recoverable	ug/L	Min	24.9	Single Sample
Zinc, Total Recoverable	ug/L	Max	49.7	Single Sample

This facility does not have a new or expanded discharge to surface waters.

The Department does not anticipate adverse impacts on threatened or endangered species as a result of permit issuance.

3. BASIS FOR PERMIT LIMITATIONS AND MONITORING REQUIREMENTS

This facility is authorized to discharge effluent from Outfall D-001 to the Halifax River based on the following:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	6.0	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Annual Average	62-600.700(2)(b) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	5.0	Annual Average	62-600.430(1)(b) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	6.25	Monthly Average	62-600.740(2)(b)2 FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	7.5	Weekly Average	62-600.740(2)(b)3 FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	10.0	Single Sample	62-600.740(2)(b)4 FAC
Solids, Total Suspended	mg/L	Max	5.0	Annual Average	62-600.430(1)(b) FAC
Solids, Total Suspended	mg/L	Max	6.25	Monthly Average	62-600.740(2)(b)2 FAC
Solids, Total Suspended	mg/L	Max	7.5	Weekly Average	62-600.740(2)(b)3 FAC
Solids, Total Suspended	mg/L	Max	10.0	Single Sample	62-600.740(2)(b)4 FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.640(5)(a)2 FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.640(5)(a)1 FAC
Coliform, Fecal	#/100mL	Max	400	90th Percentile	62-600.640(5)(a)3 FAC
Coliform, Fecal	#/100mL	Max	800	Single Sample	62-600.640(5)(a)4 FAC
Coliform, Fecal	#/100mL	Max	200	Monthly Geometric Mean	62-600.640(5)(a)2 FAC
Coliform, Fecal	#/100mL	Max	200	Annual Average	62-600.640(5)(a)1 FAC
Coliform, Fecal	#/100mL	Max	400	90th Percentile	62-600.640(5)(a)3 FAC
Coliform, Fecal	#/100mL	Max	800	Single Sample	62-600.640(5)(a)4 FAC
Enterococci	#/100mL	Max	35	Monthly Geometric Mean	62-302.530 FAC
Enterococci	#/100mL	Max	130	90th Percentile	62-302.530 FAC
pH	s.u.	Min	6.5	Single Sample	62-600.430, 62-302.530(52) & 62-650 FAC
pH	s.u.	Max	8.5	Single Sample	62-600.430, 62-302.530(52) & 62-650 FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-600.440(5)(c) FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	0.5	Single Sample	62-600.440(5)(c) FAC
Chlorine, Total Residual (For Dechlorination)	mg/L	Max	0.01	Single Sample	62-600.440(2) & 62-302.530(18) FAC
Nitrogen, Total	mg/L	Max	3.0	Monthly Average	62-650 FAC
Nitrogen, Total	mg/L	Max	4.5	Weekly Average	62-600.740(2)(b)3. FAC
Nitrogen, Total	mg/L	Max	6.0	Single Sample	62-600.740(2)(b)4. FAC
Phosphorus, Total (as P)	mg/L	Max	1.0	Monthly Average	62-650 FAC
Phosphorus, Total (as P)	mg/L	Max	1.5	Weekly Average	62-600.740(2)(b)3. FAC
Phosphorus, Total (as P)	mg/L	Max	2.0	Single Sample	62-600.740(1)(b)2.c. FAC
Oxygen, Dissolved (DO)	mg/L	Min	4.0	Single Sample	62-650 FAC
Nitrogen, Total	lb/yr	Max	54831	Annual Total	
Nitrogen, Total	lb/yr	Max	Report	Monthly Total	
Phosphorus, Total (as P)	lb/yr	Max	18278	Annual Total	
Phosphorus, Total (as P)	lb/yr	Max	Report	Monthly Total	
Acute Whole Effluent Toxicity, 96 Hour LC50 (Ceriodaphnia dubia)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC
Acute Whole Effluent Toxicity, 96 Hour LC50 (Cyprinella leedsii)	percent	Min	100	Single Sample	62-302.200(1), 62-302.500(1)(a)4 & 62-4.241(1)(a) FAC
Dichlorobromomethane	ug/L	Max	100	Annual Average	62-302.530(35)(b)5 FAC
Enterococci	#/100mL	Max	35	Monthly Geometric Mean	62-302.500(1)(a)6. and 40 CFR Part 131.41
Enterococci	#/100mL	Max	104	Single Sample	62-302.500(1)(a)6. and 40 CFR Part 131.41

Because there is no established relationship between fecal coliform and enterococci bacteria, limitations based on both the disinfection requirements for fecal coliform from Rule 62-600.440, F.A.C., and based on the bacteriological water quality standards for enterococci for discharges to Class III predominately marine waters under Rule 62-302.530, F.A.C., have been included in the permit.

In addition to the specified limits in Condition I.A.1., the monthly average effluent concentration for carbonaceous biochemical oxygen demand (5-day) and total suspended solids shall not exceed 15% of the respective influent values (i.e., 85% removal).

A mixing zone for dichlorobromomethane (DCBM) has been approved in accordance with DEP permit file number: FL0020532-012-DW1P and is described as a rectangle centered along the diffuser with a mixing zone of 539 square meters.

Original effluent limitations were based on a Level II WQBEL titled "Halifax River Documentation, Water Quality Based Effluent Limitations," Vol. 2, No. 106, Water Quality Technical Series which was finalized by Wayne Magley and Linda Lakes on August 1, 1990. The WQBEL did not specify TSS limits. The annual effluent limitations for CBOD₅ TSS, TN and TP are Advanced Wastewater Treatment (AWT) limits, which are more stringent than the WQBEL. These limits were requested by the applicant during a previous permit renewal and have been included in all permits since then. The Waste Load allocation (WLA) for the Ormond Beach WRF discharge that was included in the 2013 Total Maximum Daily Load (TMDL) Report for the Halifax River replaced the original WQBEL limits. However, the TMDL document incorrectly stated the nitrogen concentration limit for the discharge to surface waters at 6.0 mg/L instead of the correct 3.0 mg/L concentration. **Backsliding is not permitted by EPA and the information was incorrect; therefore, the WLA remains at 54,831 lbs/yr (not 109,666 lbs/yr as stated in the TMDL final report.)** The concentration limits for CBOD₅ remain as stated in the previous permit. Although this segment of the Halifax River is also impaired for coliforms, the Department wastewater permit limits for fecal coliforms by rule are equivalent to the water quality standard for fecal coliform and therefore the discharge is not considered to be contributing to the coliform impairment.

The waste load allocations for this facility remain as follows:

<u>Parameter</u>	<u>Mass Loading (Lbs./year)</u>
CBOD ₅	182,865 (based on 5 mg/L annual average)
Total Nitrogen	54750 (based on 3 mg/L annual average)
Total Phosphorus	18278 (based on 1 mg/L annual average)

In previous permits, these limits were reported in lb/day; at 501, 150, and 50 for CBOD, TN and TP, respectively. The most recent permit required monthly total and cumulative total, for all months through the reporting month, for a given calendar year - January thru December – and is continued in this permit. The mass load limits are based on a calendar year. Basic level disinfection for the surface water discharge is required, as in the two previous permits, and is continued in this permit.

The minimum Dissolved Oxygen (DO) level of 2.0 mg/L in the earlier permits was established by the WQBEL document. However, on September 9, 2013, EPA approved revisions to Florida’s criteria for DO. The revision also allowed a single sample maximum limit that meets the criteria under all conditions to be proposed by the applicant. The permittee proposed a single sample minimum DO of 4.0 mg/L. The saturation limit for oxygen in this segment of Halifax River at 60 F -the assumed minimum temperature of the effluent - would be 9.85 mg/L. Based on this value, the 38% daily average would be 4.0 mg/L, therefore, this has been established as the DO limit.

Technology based effluent limitations (TBELs) are minimum waste treatment requirements based on treatment technologies for reducing discharges of pollutants into receiving waters. TBELs are established, for domestic wastewater facilities, by state rule and statute in Chapters 62-600, 62-610, 62-611, 62-620, F.A.C., and Section 403.086, F.S.; they may also be developed in accordance with best professional judgment. TBELs are included in the permit for the following pollutants of concern:

Parameter	Units	Monitoring Location	Monitoring Group
Flow	MGD	FLW-1	D-001
Flow	MGD	FLW-6	D-001
Chlorine, Total Residual (For Disinfection)	mg/L	EFA-1	D-001
Chlorine, Total Residual (For Disinfection)	mg/L	EFA-2	D-001

Water quality based effluent limitations (WQBELs) are effluent limitations, which may be more stringent than a technology based effluent limitation, that have been determined necessary by the Department to ensure that water quality standards in a receiving body of water will not be violated. WQBELs are developed in accordance with Chapter 62-650, F.A.C., and are based on the characteristics of the discharge, the receiving water characteristics, and the criteria and standards in Chapters 62-4, 62-302, and the 62-600 series, F.A.C.; they may also be developed based on Total Maximum Daily Load (TMDL) allocations adopted in Chapter 62-304, F.A.C., or allocations developed as part of a Basin Management Action Plan (BMAP) or a Reasonable Assurance Plan (RAP). WQBELs are included in the permit for the following pollutants of concern:

Parameter	Units	Monitoring Location	Monitoring Group
BOD, Carbonaceous 5 day, 20C	mg/L	EFD-1	D-001
Solids, Total Suspended	mg/L	EFD-1	D-001
Coliform, Fecal	#/100mL	EFA-1	D-001
Coliform, Fecal	#/100mL	EFA-2	D-001
Enterococci	#/100mL	EFD-1	D-001
pH	s.u.	EFD-1	D-001
Chlorine, Total Residual (For Dechlorination)	mg/L	EFD-1	D-001
Nitrogen, Total	mg/L	EFD-1	D-001
Phosphorus, Total (as P)	mg/L	EFD-1	D-001
Oxygen, Dissolved (DO)	mg/L	EFD-1	D-001
Nitrogen, Total	lb/yr	EFD-1	D-001
Phosphorus, Total (as P)	lb/yr	EFD-1	D-001
Dichlorobromomethane	ug/L	EFD-1	D-001
Enterococci	#/100mL	EFD-1	D-001

Pollutants of concern were identified for WQBEL development based on an evaluation of all available information, including a characterization of the pollutants that may be discharged, fifth year inspection data, the sources of pollutants, existing controls on pollutants, available dilution, background pollutant levels in the receiving waters, and the toxicity of pollutants.

Unless otherwise noted, effluent limitations were developed by applying water quality criteria at the end of pipe.

Effluent limitations were determined based on an evaluation of the impact of the discharge on receiving water bodies. This evaluation was conducted in accordance with the TMDL process described in Rule 62-304, F.A.C. For each effluent limitation included in the permit, technology and water quality-based limitations were compared and the most stringent limitation was selected. The current effluent nutrient loading limits were established in the finalized Halifax River TMDL Report (dated July 1, 2013) and meet the Numeric Nutrient Criteria for the receiving water body.

This facility has provided reasonable assurance that the discharge will not adversely affect the designated use of the receiving water. Fifth year inspection data, as well as all other available data, have been evaluated in accordance with the Department's reasonable assurance procedures to ensure that no limits other than those included in this permit are needed to maintain Florida water quality standards. The proposed effluent limitations will be achieved during the period beginning on the issuance date and lasting through the expiration date of the permit. A Water Quality Based Effluent Limit (WQBEL) Level I Analysis was performed for this permit renewal. The facility has provided reasonable assurance that, if all conditions of this permit are met, the discharge will not adversely affect the designated use of the receiving water.

This facility was previously required to conduct chronic toxicity testing for this discharge because it was used on a regular basis. The discharge has become intermittent due to the expansion of the Public Access Reuse System. Therefore, acute toxicity testing is now included in the permit (96-hour LC50 with not less than 100% effluent.) with provisions for conducting a shorter duration sampling event due to the short-term nature of their discharges.

This facility is authorized to direct reclaimed water to Reuse System R-001, a slow-rate public access system, based on the following:

Parameter	Units	Max/Min	Limit	Statistical Basis	Rationale
Flow	MGD	Max	10.0	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	20.0	Annual Average	62-610.460 & 62-600.420(3)(a)1. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	30.0	Monthly Average	62-610.460 & 62-600.420(3)(a)2. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	45.0	Weekly Average	62-610.460 & 62-600.420(3)(a)3. FAC
BOD, Carbonaceous 5 day, 20C	mg/L	Max	60.0	Single Sample	62-610.460 & 62-600.420(3)(a)4. FAC
Solids, Total Suspended	mg/L	Max	5.0	Single Sample	62-610.460(1) & 62-600.440(6)(a)3. FAC
Coliform, Fecal	#/100mL	Max	25	Single Sample	62-610.460 & 62-600.440(6)(a)2. FAC
Coliform, Fecal, % less than detection	percent	Min	75	Minimum Total	62-610.460 & 62-600.440(6)(a)1. FAC
pH	s.u.	Min	6.0	Single Sample	62-600.445 FAC
pH	s.u.	Max	8.5	Single Sample	62-600.445 FAC
Chlorine, Total Residual (For Disinfection)	mg/L	Min	1.0	Single Sample	62-600.440(6)(b), 62-610.460(2), & 62-610.463(2) FAC
Turbidity	NTU	Max	Report	Single Sample	62-610.463(2) FAC
Giardia	cysts/100L	Max	Report	Single Sample	62-610.463(4) FAC
Cryptosporidium	oocysts/100L	Max	Report	Single Sample	62-610.463(4) FAC
Flow (Ground Water from Hunters Ridge Well)	MGD	Max	Report	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Hunters Ridge Well)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Breakaway Trails Well)	MGD	Max	Report	Annual Average	62-600.700(2)(b) & 62-610.810(5) FAC
Flow (Ground Water from Breakaway Trails Well)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Coliform, Fecal (Ground Water from Hunters Ridge Well)	#/100mL	Max	Report	Single Sample	62-610.472(4)(a)3. FAC
Coliform, Fecal (Ground Water from Breakaway Trails Well)	#/100mL	Max	Report	Single Sample	62-610.472(4)(a)3. FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (Concentrate)	MGD	Max	1.0	Annual Average	62-610.865(8)(b) & 62-610.810(5) FAC
Flow (Concentrate)	MGD	Max	Report	Monthly Average	62-600.700(2)(b) & 62-610.810(5) FAC
Nitrogen, Total	mg/L	Max	Report	Annual Average	62-600.650(3)FAC
Nitrogen, Total	mg/L	Max	Report	Monthly Average	62-600.650(3)FAC
Solids, Total Suspended (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Annual Average	62-601.300(6)FAC
Phosphorus, Total (as P)	mg/L	Max	Report	Monthly Average	62-601.300(6)FAC
pH (Blend)	s.u.	Max	Report	Single Sample	62-610.865(8)(e) FAC
pH (Blend)	s.u.	Min	Report	Single Sample	62-610.865(8)(e) FAC
Specific Conductance (Blend)	umhos/cm	Max	Report	Single Sample	62-610.865(8)(c) FAC
Fluoride, Total (as F) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Blend Ratio	ratio	Max	Report	Single Sample	62-610.865(6)(d) FAC
Sodium Adsorption Ratio (Blend)	ratio	Max	Report	Single Sample	62-610.865(8)(e) FAC
Sodium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Magnesium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Calcium, Total Recoverable (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Chloride (as Cl) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC
Solids, Total Dissolved (TDS) (Blend)	mg/L	Max	Report	Single Sample	62-610.865(8)(e) FAC

Monthly monitoring of the effluent for Total Nitrogen and Total Phosphorus has been retained in this permit, as allowed by Rule 62-601.300(6), FAC, because the facility is located in an impaired water basin.

Other Limitations and Monitoring Requirements:

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Flow (total through plant)	MGD	Max	8.0	Annual Average	62-600.700(2)(b) FAC
		Max	Report	Monthly Average	62-600.700(2)(b) FAC
		Max	Report	Quarterly Average	62-600.700(2)(b) FAC

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Percent Capacity, (TMADF/Permitted Capacity) x 100	percent	Max	Report	Monthly Average	62-600.405(4) FAC
BOD, Carbonaceous 5 day, 20C (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Solids, Total Suspended (Influent)	mg/L	Max	Report	Single Sample	62-600.660(1) FAC
Monitoring Frequencies and Sample Types	-	-	-	All Parameters	62-600 FAC & 62-699 FAC and/or BPJ of permit writer
Sampling Locations	-	-	-	All Parameters	62-600, 62-610.412, 62-610.463(1), 62-610.568, 62-610.613 FAC and/or BPJ of permit writer

4. IMPAIRMENT STATUS OF RECEIVING WATERS

Under Section 303(d) of the Clean Water Act, the Department is required to submit lists of impaired waters to EPA. The receiving water body for this discharge is listed on the 303(d) list. This segment of the Halifax River was included on the State of Florida 1998 303d planning list and has an approved TMDL for nutrients. The approved TMDL for the Halifax River includes the Ormond Beach discharge and is based on the WQBEL document. Since the TMDL has been established only for nutrients and not coliforms, which is also listed as a parameter of concern for this segment of the Halifax River, the following is included as a condition of this permit: Coliforms and nutrients are listed as parameters of concern on the 1998 303d planning list for this segment of the Halifax River. This discharge is in compliance with the approved Total Maximum Daily Load (TMDL) for the Halifax River for nutrients. The Department may develop a TMDL for coliforms during the life of this permit. Once a TMDL has been established and adopted by rule, the Department shall revise this permit to incorporate the final findings of the TMDL, pursuant to Rule 62-620.325, Florida Administrative Code. This may include revised or new limits for coliforms.

5. DISCUSSION OF CHANGES TO PERMIT LIMITATIONS

The current wastewater permit for this facility FL0020532-023-DW1P expires on March 5, 2025. The following parameters are not included in the permit for monthly monitoring because they have been determined to not have the reasonable potential to exceed the water quality standard: Chlorodibromomethane (CDBM), copper, silver and zinc have been below the water quality standards at levels that provide assurance that there is no reasonable potential to exceed the standard. TTHMs and Bis(2-ethylhexyl) phthalate have been added to the GWMP because they were present in the annual reclaimed water scan.

6. BIOSOLIDS MANAGEMENT REQUIREMENTS

Biosolids generated by this facility may be transferred to a DEP approved biosolids treatment facility (BTF) or disposed of in a Class I solid waste landfill.

See the table below for the rationale for the biosolids quantities monitoring requirements.

Parameter	Units	Max/ Min	Limit	Statistical Basis	Rationale
Biosolids Quantity (Transferred)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Biosolids Quantity (Landfilled)	dry tons	Max	Report	Monthly Total	62-640.650(5)(a)1. FAC
Monitoring Frequency	All Parameters				62-640.650(5)(a) FAC

7. GROUND WATER MONITORING REQUIREMENTS

Ground water monitoring requirements have been established in accordance with Chapters 62-520, 532, 600, 610, and 620, F.A.C.

8. PERMIT SCHEDULES

A schedule is included in the wastewater permit to complete the conversion of the RW EQ tank to a supplemental chlorine contact chamber. Approximately one year is anticipated for completion of the conversion, but it should be implemented as soon as possible

9. INDUSTRIAL PRETREATMENT REQUIREMENTS

The permittee has an active, approved industrial pretreatment program. The permit includes standard conditions requiring implementation and enforcement of the existing program.

10. ADMINISTRATIVE ORDERS (AO) AND CONSENT ORDERS (CO)

This permit is not accompanied by an AO, and the permittee has not entered into a CO with the Department that affects this permit.

11. REQUESTED VARIANCES OR ALTERNATIVES TO REQUIRED STANDARDS

No variances were requested for this facility.

12. THE ADMINISTRATIVE RECORD

The administrative record including application, draft permit, fact sheet, public notice (after release), comments received and additional information is available on the Department's electronic filing system:

[https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&\[freeText=\]&\[folderName=\]&\[profile=Permitting_Authorization\]&\[creator=\]&\[entityType=any\]&\[createdDateTo=\]&\[catalog=38\]&\[searchBy=Profile\]&\[sortBy=Document+Date\]&\[createdDate=\]&\[County=EQ_VOLUSIA\]&\[District=EQ_CD\]&\[Facility-Site+ID=EQ_FL0020532\]&\[Document+Date=RG_06-01-2019,02-13-2020\]&\[Document+Type=EQ_PERMIT+APPLICATION+RELATED\]&\[Permit+Type=EQ_DW+-+DOMESTIC+WASTEWATER+FACILITY\]&\[Facility+Type=LK_DOMESTIC+WASTEWATER\]](https://depdms.dep.state.fl.us:443/Oculus/servlet/shell?command=hitlist&[freeText=]&[folderName=]&[profile=Permitting_Authorization]&[creator=]&[entityType=any]&[createdDateTo=]&[catalog=38]&[searchBy=Profile]&[sortBy=Document+Date]&[createdDate=]&[County=EQ_VOLUSIA]&[District=EQ_CD]&[Facility-Site+ID=EQ_FL0020532]&[Document+Date=RG_06-01-2019,02-13-2020]&[Document+Type=EQ_PERMIT+APPLICATION+RELATED]&[Permit+Type=EQ_DW+-+DOMESTIC+WASTEWATER+FACILITY]&[Facility+Type=LK_DOMESTIC+WASTEWATER])

13. PROPOSED SCHEDULE FOR PERMIT ISSUANCE

Draft Permit and Public Notice to Applicant and EPA	February 14, 2020
Public Comment Period	Beginning: February 17, 2020 Ending: March 16, 2020
Proposed Permit to EPA	March 18, 2020
Notice of Intent to Issue	April 10, 2020
Notice of Permit Issuance	May 8, 2020

14. DEP CONTACT

Additional information concerning the permit and proposed schedule for permit issuance may be obtained during normal business hours from:

Florida Department of Environmental Protection
Permitting and Wastewater Cleanup Program
Central District Office
3319 Maguire Blvd
Suite 232
Orlando, FL 32803-3767
Telephone No.: 407-897-4100



Florida Department of Environmental Protection

Twin Towers Office Bldg., 2600 Blair Stone Road, Tallahassee, Florida 32399-2400

PATHOGEN MONITORING

Part I - Instructions

1. Completion of this report is required by Rules 62-610.463(4), 62-610.472(3)(d), 62-610.525(13), 62-610.568(11), 62-610.568(12), and 62-610.652(6)(c), F.A.C., for all domestic wastewater facilities that provide reclaimed water to certain types of reuse activities. The schedule for sampling and reporting shall be in accordance with the permit for the facility. If a schedule for sampling or re-sampling is not included in the permit, the following schedule shall apply:

- a. Routine Sampling:

If sampling is required once every two years, this report shall be submitted on or before November 28 of each even numbered year (2006, 2008, 2010, etc.).

If sampling is required once every five years, this report shall be submitted with the application for permit renewal.

If sampling is required quarterly, this report shall be submitted on or before February 28, May 28, August 28, and November 28 of each year.

- b. Subsequent Re-Sampling:

If subsequent re-sampling is required by Item 9 in Part I of this form, this form shall be submitted for the subsequent re-sampling(s) in accordance with the schedule established in Item 9 in Part I of this form.

2. Submit one copy of this form and a copy of the laboratory's final report for the analysis of *Giardia* and *Cryptosporidium* to each of the following two addresses:

- a. The appropriate DEP district office (attention Domestic Wastewater Program). Addresses for the DEP district offices are available at www.dep.state.fl.us/secretary/dist/default.htm.

- b. DEP Water Reuse Coordinator
Mail Station 3540
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

3. Please type or print legibly.

4. In Part II, Items 7 through 12 need to be completed only if this is the first submittal of this report, if the information in Items 7 through 12 has changed since the last submittal, or if the information in any of these questions has not been previously provided.

5. Part III is to be used when sampling for *Giardia* and *Cryptosporidium* at the treatment plant. Part III is also to be used when sampling for *Giardia* and *Cryptosporidium* in a supplemental water supply (see Rule 62-610.472, F.A.C.).
6. For each sample, record the sample volume obtained in liters.
7. For *Giardia*, record the concentrations in cysts per 100 liters. For *Cryptosporidium*, record the concentrations in oocysts per 100 liters. Sufficient sample volumes shall be collected and processed such that the detection limit is no greater than 5 cysts or oocysts per 100 liters. Detection levels on the order of 1 cyst or oocyst per 100 liters are recommended. If an observation is less than the detection limit, make an entry in the form "<2" (where 2 per 100 liters is the detection limit in this example). The actual detection limit will be dictated by the volumes of sample obtained, filtered, and processed. Do NOT record nondetectable values as zero.
8. EPA Method 1623 or other approved methods for reclaimed water or nonpotable waters, adjusted appropriately to accommodate the detection limit requirements, shall be used. Methods previously allowed for EPA's Information Collection Rule (ICR) shall not be used. The full requirements of the approved method, including quality assurance and quality control, are to be met. Quality assurance and sampling requirements in Chapter 62-160, F.A.C., shall apply.

Two concentrations of *Giardia* and *Cryptosporidium* shall be recorded on Part III of this form:

- a. Total cysts and oocysts shall be enumerated using EPA Method 1623 or other approved methods.
 - b. Potentially viable cysts and oocysts shall be enumerated using the DAPI staining technique contained in EPA Method 1623 or similar enumeration techniques included in other approved methods. Cysts and oocysts that are stained DAPI positive or show internal structure by D.I.C. shall be considered as being potentially viable. If the laboratory reports separate values for DAPI positive and for cysts or oocysts having internal structure, the larger of the two concentrations will be reported as being potentially viable.
9. If the number of potentially viable cysts of *Giardia* reported exceeds 5 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. If the number of potentially viable oocysts of *Cryptosporidium* reported exceeds 22 per 100 liters, a subsequent sample shall be taken and analyzed using EPA Method 1623 or other approved methods and reported using this form. This subsequent sample shall be collected within 90 days of the date the initial sample was taken, analyzed for both *Giardia* and *Cryptosporidium*, and the results of the subsequent analysis shall be submitted to DEP using this form within 60 days of sample collection.
 10. Rule 62-160.300, F.A.C., requires that all laboratories generating environmental data for submission to the DEP shall hold certification from the Department of Health's (DOH) Environmental Laboratory Certification Program (ELCP). Certification by the ELCP for analysis of *Giardia* and *Cryptosporidium* using EPA Method 1623 for non-potable waters is required. If other approved methods are used, certification by the ELCP is required for the specific method and for the test matrix. Lists of certified laboratories can be found at www.dep.state.fl.us/labs/cgi-bin/aams/index.asp
 11. Samples shall be collected during peak flow periods (normally between the hours of 8:00 a.m. and 6:00 p.m.).
 12. Recognizing that concentrations of these pathogens generally increase during the late summer through fall period, it is recommended that utilities sample during the August through October time period.

13. If the wastewater treatment facility uses chlorination for disinfection, samples obtained for analysis of *Giardia* and *Cryptosporidium* shall be dechlorinated.
14. When sampling at the treatment facility, obtain a grab sample for total suspended solids (TSS) that is representative of the water leaving the filters at the treatment facility during the period when pathogen samples are being obtained. In addition, record the highest turbidity and the lowest total chlorine residual observed during the period when pathogen samples are being obtained.
15. When sampling a supplemental water supply, obtain a grab sample for total suspended solids (TSS) that is representative of the surface water or treated stormwater as it is added to the reclaimed water system. This TSS sample shall be taken during the period when pathogen samples are being obtained. In addition, record the lowest total chlorine residual observed during the period when pathogen samples are being obtained.

Part II - General Information

1. DEP wastewater facility identification number: **FL0020532**

Wastewater facility name: Ormond Beach WRF

Permittee name: City of Ormond Beach

2. Person completing this form:

Name: _____

Telephone: (_____)_____

Email address: _____

3. Sampling and analysis:

Date samples were taken: _____

Organization collecting the samples: _____

Was the sample dechlorinated in the field? ☐ Yes ☐ No

Was the sample refrigerated or kept on ice during shipment to the laboratory? ☐ Yes ☐ No

Date samples delivered to laboratory: _____

Date analytical work was done: _____

Laboratory doing the analysis: _____

Laboratory's DOH Identification Number: _____

Approved method used:

☐ EPA Method 1623

☐ Other approved method: _____

Contact person at the laboratory: _____

Email address of the lab contact person: _____

4. Is this the first time that this form has been submitted for the facility?

☐ Yes [Please complete Questions 7 through 16.]

☐ No [Proceed to Question 5.]

5. Is this a report of "subsequent re-sampling" required by Item 9 in Part I of this form based on concentrations of potentially viable cysts or oocysts in a previous sampling?
- ☐ No [Proceed to Question 6.]
- ☐ Yes [Attach a description of any facility or operational changes made to the treatment facilities since the time of the previous sampling and proceed to Question 6.]

6. Has the information requested in Questions 7 through 12 (below) changed since the last submittal of this form?

- ☐ Yes [Please complete Questions 7 through 16.]
- ☐ No [Proceed to Questions 13 through 16 of Part II of this form. You do not need to complete Questions 7 through 12.]

7. Type of secondary treatment system:

- ☐ Conventional activated sludge ☐ Extended aeration
- ☐ Contact stabilization ☐ Biological nutrient removal (such as Bardenpho)
- ☐ Other: _____

8. Does this treatment facility nitrify (convert ammonia nitrogen to nitrate)? ☐ Yes ☐ No

9. Filter type:

- ☐ Deep bed, single media ☐ Deep bed, multiple media
- ☐ Shallow bed, automatic backwash ☐ Upflow (including Dynasand)
- ☐ Slow rate sand filter ☐ Diatomaceous earth filter
- ☐ Fabric filter ☐ Cartridge filter
- ☐ Membranes (microfiltration, ultrafiltration, membrane bioreactor, reverse osmosis)
- ☐ Other: _____

10. Filter Media (complete for each type of media provided):

Top layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

Middle layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

Bottom layer of media: Media type: _____

Effective size: _____ mm

Uniformity coefficient: _____

Bed depth: _____ inches

11. Filter backwash water:

☐ Backwash water is returned to the headworks of the treatment plant.

☐ Backwash water is returned to the aeration basin.

☐ Other. Please describe: _____

12. Disinfection system:

☐ Chlorination, gas

☐ Hypochlorite

☐ Chlorine dioxide

☐ Chlorination, other _____

☐ Ultraviolet

☐ Ozone

☐ Other: _____

13. Is chlorine added before the filters? ☐ No ☐ Yes Dose: _____ mg/L

14. During the period that samples were taken, did you add a coagulant, coagulant aid, polyelectrolyte, or other chemical to enhance filtration?

☐ No

☐ Yes. Please list the chemicals being added and their dose.

Chemical 1 - Name: _____ Dose: _____ mg/L

Chemical 2 - Name: _____ Dose: _____ mg/L

Chemical 3 - Name: _____ Dose: _____ mg/L

15. Wastewater treatment plant permitted capacity: _____ MGD

16. Wastewater flow being treated at the time samples were collected: _____ MGD

PART III - PATHOGEN MONITORING REPORT

FACILITY ID: FL0020532

FACILITY NAME: Ormond Beach WRF

FACILITY ADDRESS: 550 N Orchard St, Ormond Beach, FL 32174-9512

PERMITTEE NAME: City of Ormond Beach

MAILING ADDRESS: 22 S Beach St, Ormond Beach, Florida 32174-6386

DATE OF SAMPLING: _____

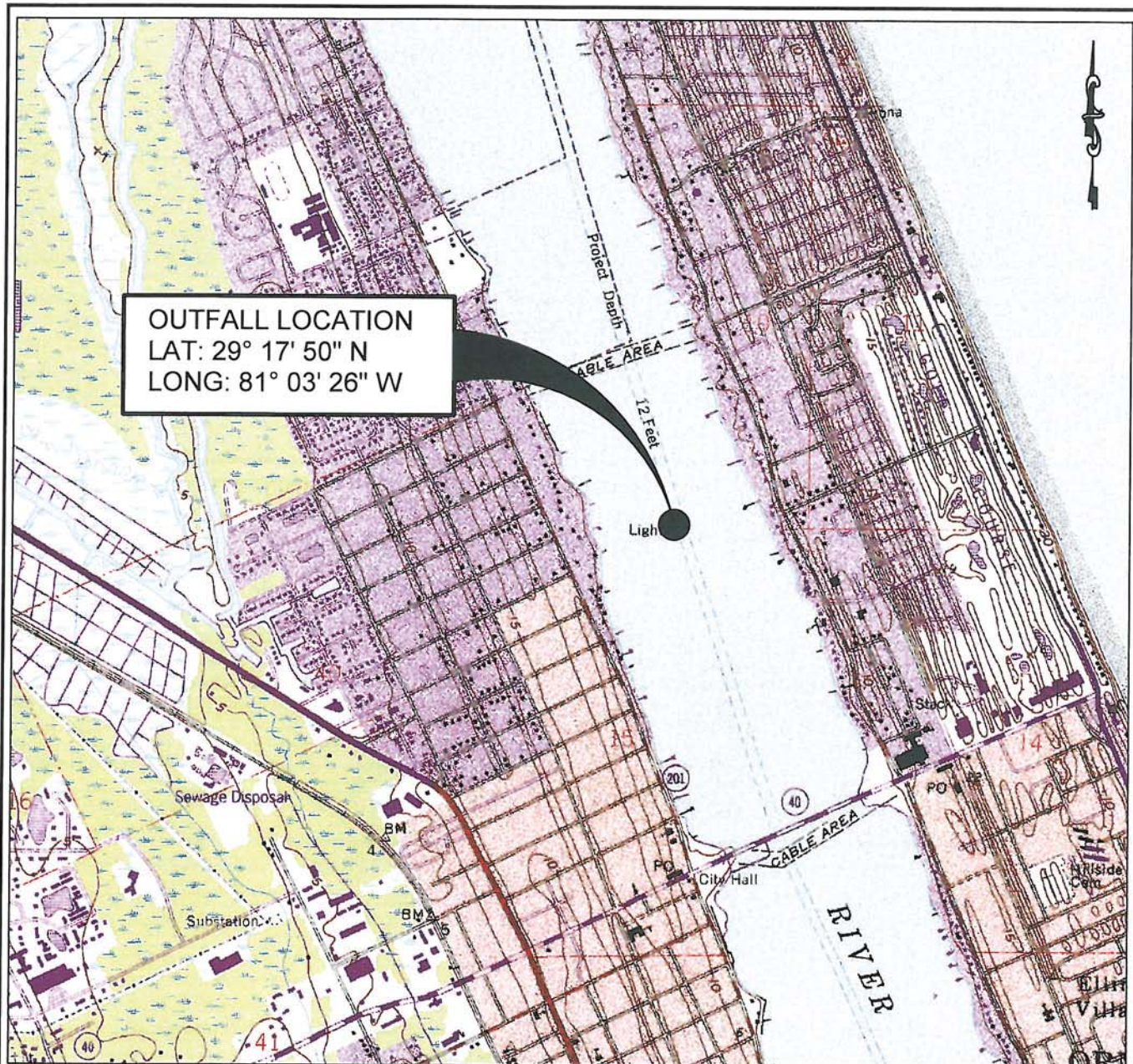
Parameter	Quantity or Loading		Quality or Concentration	
	Sample Measurement	Units	Sample Measurement	Units
Treatment Plant: After Filter Monitoring Site No. EFB-1				
Turbidity PARM Code 00070				NTU
TSS PARM Code 00530				mg/L
Treatment Plant: After Disinfection Monitoring Site No. EFA-1				
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
<i>Giardia</i> , total count * PARM Code GIARD				total cysts/100 L
<i>Giardia</i> , potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
<i>Cryptosporidium</i> , total count * PARM Code CRYPT				total oocysts/100 L
<i>Cryptosporidium</i> , potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L
Supplemental Water Supply (surface water or stormwater): After Treatment & Disinfection Monitoring Site No.				
TSS PARM Code 00530				mg/L
Total Chlorine Residual PARM Code 50060				mg/L
Volume Collected PARM Code 71994		Liters		
<i>Giardia</i> (total count) * PARM Code GIARD				total cysts/100 L
<i>Giardia</i> , potentially viable cysts * PARM Code VGIAR				potentially viable cysts/100 L
<i>Cryptosporidium</i> , total count * PARM Code CRYPT				total oocysts/100 L
<i>Cryptosporidium</i> , potentially viable oocysts * PARM Code VCRYP				potentially viable oocysts/100 L

* Data entries must be made for both total and potentially viable cysts and oocysts.

PART IV - CERTIFICATION

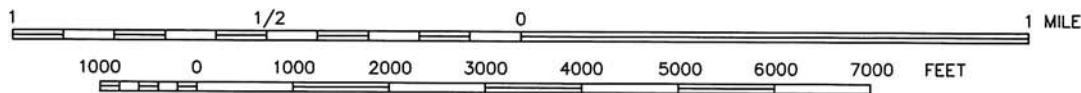
I certify under penalty of law that I have personally examined and am familiar with the information submitted herein; and based upon my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information including the possibility of fine and imprisonment.

Name/Title of Principle Executive Officer or Authorized Agent (Type or Print)	Signature of Principle Executive Officer or Authorized Agent	Telephone No.	Date (YY/MM/DD)
Email Address			



OUTFALL LOCATION
LAT: 29° 17' 50" N
LONG: 81° 03' 26" W

GRAPHIC SCALE:



LOCATION MAP

SECTION 40
TOWNSHIP 14S
RANGE 32E

FROM ORMOND BCH, FLA.
U S C & G QUADRANGLE

PURPOSE:
DOMESTIC WASTEWATER
FACILITY PERMIT
CITY OF ORMOND BEACH
VOLUSIA COUNTY, FLORIDA

PREPARED BY:
QUENTIN L. HAMPTON ASSOC. INC.
P.O. DRAWER 290247
PORT ORANGE, FLORIDA 32129-0247

FIGURE #2

DATE: 03/14

City of Ormond Beach Wastewater Service Area Map - 2014

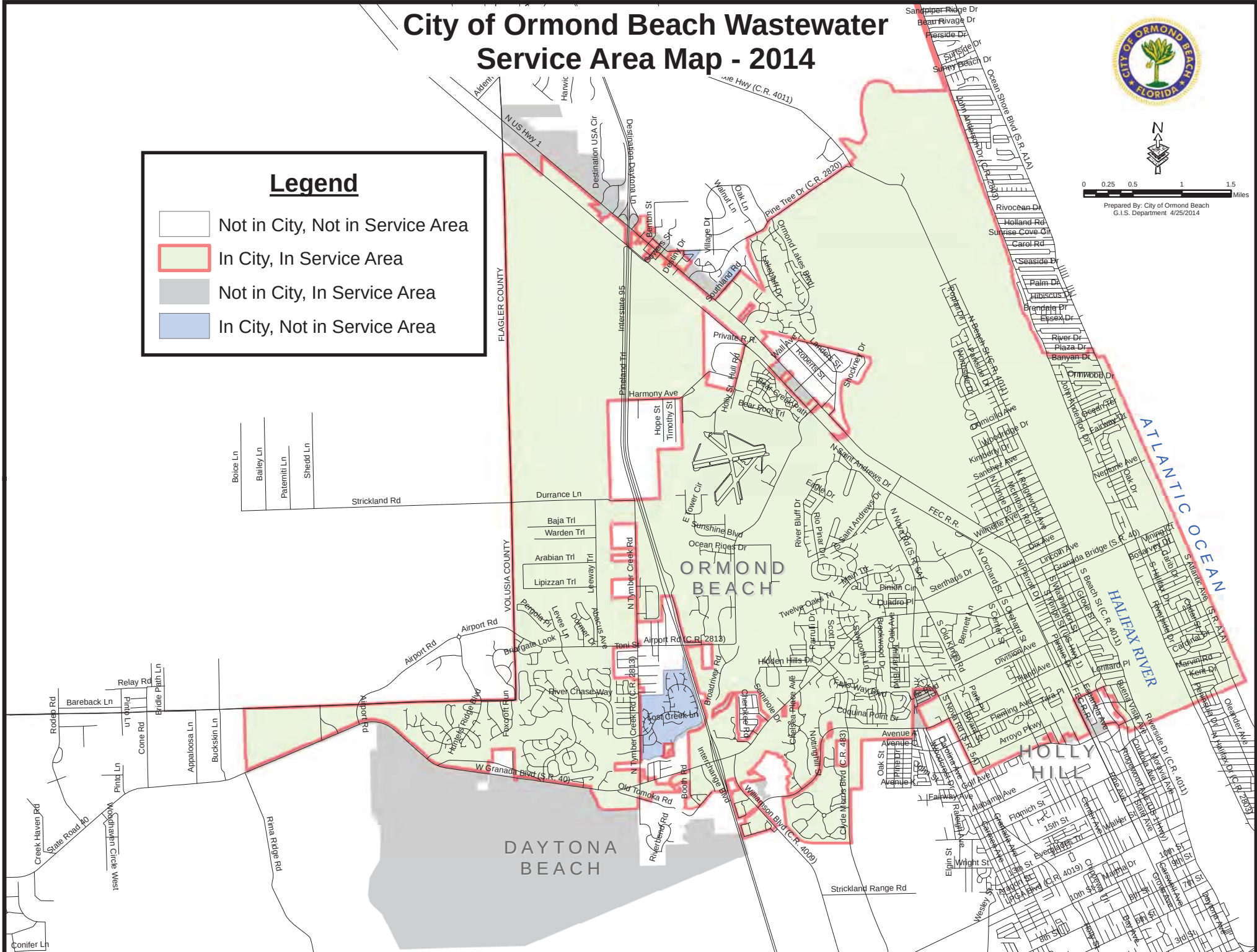


0 0.25 0.5 1 1.5 Miles

Prepared By: City of Ormond Beach
G.I.S. Department 4/25/2014

Legend

- Not in City, Not in Service Area
- In City, In Service Area
- Not in City, In Service Area
- In City, Not in Service Area



City of Ormond Beach Reclaimed Water Service Area Map - 2014



0 0.25 0.5 1 Miles

Prepared By: City of Ormond Beach
G.I.S. Department 4/30/2014

Legend

O.B. RECLAIMED WATER SERVICE AREA - 2,302 Acres

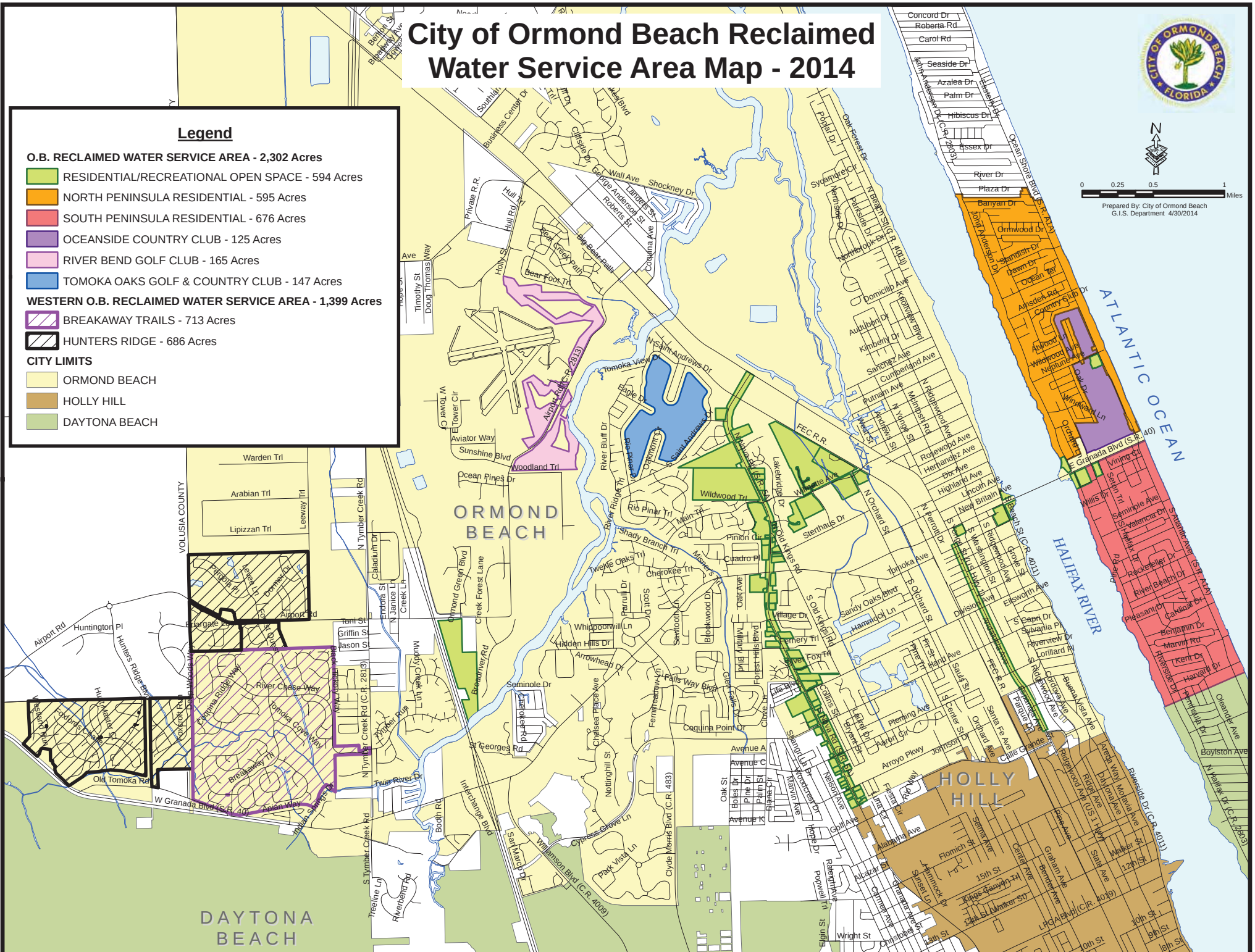
- RESIDENTIAL/RECREATIONAL OPEN SPACE - 594 Acres
- NORTH PENINSULA RESIDENTIAL - 595 Acres
- SOUTH PENINSULA RESIDENTIAL - 676 Acres
- OCEANSIDE COUNTRY CLUB - 125 Acres
- RIVER BEND GOLF CLUB - 165 Acres
- TOMOKA OAKS GOLF & COUNTRY CLUB - 147 Acres

WESTERN O.B. RECLAIMED WATER SERVICE AREA - 1,399 Acres

- BREAKAWAY TRAILS - 713 Acres
- HUNTERS RIDGE - 686 Acres

CITY LIMITS

- ORMOND BEACH
- HOLLY HILL
- DAYTONA BEACH



7. Reclaimed Water Reuse and Effluent Disposal

Method of Reuse or Disposal	Number of Reuse or Disposal Points	Total Design Capacity (mgd)	Basis of Design Flow
Surface Waters - Excluding Ocean Outfalls and Wetlands (Rule 62-600.510, F.A.C.)	1	6.0	Annual Average
Ocean Outfalls (Rule 62-600.520, F.A.C.)			
Wetlands (Rule 62-600.620, F.A.C.)			
Reuse of Reclaimed Water and Land Application (Rule 62-600.530, F.A.C.)	+/- 2,800ac (Prop: +/-3,700ac)	7.5 (Proposed: 10.0mgd)	Annual Average
Ground Water Disposal by Underground Injection (Rule 62-600.540, F.A.C.)			
Other (Describe)			
Total	2	13.5 (Prop: 16.0mgd)	Annual Average

8. Flows to Another Wastewater Facility

a. Does the facility discharge or transport treated or untreated wastewater to another treatment facility?

☐ Yes ☒ No

b. If yes, describe the mean(s) by which the wastewater from the treatment facility is discharged or transported to the other treatment facility (e.g., collection/transmission system, reclaimed water distribution system)?

N/A

If transport is by a party other than the applicant, provide the following:

Transporter name: N/A

Mailing Address:

Contact person:

Title:

Telephone number:

c. For each treatment facility that receives this discharge, provide the following:

Name: N/A

Mailing Address:

Contact person:

Title:

Telephone number:

7. Type of Reuse or Land Application System

- ☐ Slow-rate land application system/restricted public access (Chapter 62-610, F.A.C., Part II)
- ☒ Slow-rate land application system/public access areas, residential irrigation, and edible crop irrigation (Chapter 62-610, F.A.C., Part III)
- ☐ Rapid-rate land application system (Chapter 62-610, F.A.C., Part IV)
- ☐ Absorption field system (Chapter 62-610, F.A.C., Part V)
- ☐ Overland flow system (Chapter 62-610, F.A.C., Part VI)
- ☐ Other land application system with additional levels of preapplication treatment (Rule 62-610.660, F.A.C.)
- ☐ Other land application system with lower levels of preapplication treatment (Rule 62-610.670, F.A.C.)

8. Application Areas and Rates

Site/Use Type/Major User	Area (acres)	Rate (inches/week)	Capacity (mgd)
SEE ATTACHED TABLE			
Residential/Recreational/Cemetery	3,264	0.60	7.60
Golf Courses	437	1.4	2.38
Total	3,702		9.98

9. Additional Information Required for Reuse Systems Permitted Under Part III of Chapter 62-610, F.A.C.

a. Areas Irrigated

- ☒ Residential lawns
- ☒ Golf courses
- ☒ Cemeteries
- ☒ Parks, playgrounds
- ☒ Landscape areas
- ☒ Highway medians, rights-of-way
- ☐ Edible crops
- ☐ Others

If other, specify _____

b. Other Uses of Reclaimed Water

- ☐ Toilet flushing
- ☒ Fire protection
- ☐ Construction dust control
- ☐ Aesthetic purposes (decorative ponds, fountains, etc.)
- ☐ Others

If other, specify. Reclaimed supplies fire hydrants in Breakaway Trails & Hunters Ridge subdivisions

CITY OF ORMOND BEACH WWTF
FDEP OPERATING PERMIT RENEWAL 2014

ADDITIONAL INFORMATION FOR FORM 2A:

Section 3B, Item 8.

Site Number	User Name	User Type	Acreage	Rate (in/wk)	Capacity (MGD)
PAA-1	North Peninsula – Residential	Residential Developments	595	0.60	1.38
PAA-2	Residential/Recreational Open Space	Residential Developments	594	0.60	1.38
PAA-3a	Oceanside Golf Course	Golf Course	125	1.4	0.68
PAA-3b	Tomoka Oaks Golf Course	Golf Course	147	1.4	0.80
PAA-3c	River Bend Golf Course (Future)	Golf Course	165	1.4	0.90
PAA-4	Western Ormond Beach – Residential	Residential Developments	1,399	0.60	3.26
PAA-5	South Peninsula-Residential	Residential Developments	676	0.60	1.57
TOTAL:			3,3701	--	9.98

ADDENDUM NO. 2

June 4, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 2 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The deadline for questions to be submitted originally stated as June 1, 2020 at 5:00 p.m. has now been extended to June 8, 2020 at 5:00 p.m.

Item 2: The bid opening originally scheduled for June 10, 2020 at 2:00 p.m. has now been extended to June 17, 2020 at 2:30 p.m.

Item 3: Please delete "Page 16R of 33" from Addendum No. 1 and replace it with "Page 16R2 of 33."

Item 4: The following additional information is being provided in response to inquiries received.

Question 1: Can I please have some clarifications on the Addendum 1 answers? Specifically, Question 1, Question 15 and Question 16, the answer said that Asbestos and dioxin are not part of the permit. I see dioxin in the tables of the permit for RWS-A, RWS-B, RWS-C, RWS-G. Is this not for the Reuse Effluent Analysis section of the bid sheet on page 15R of 33?

Answer 1: YES, contrary to statements issued in Addendum No. 1, Dioxin is in fact included and required in accordance with the permit. To assist bidders, the relevant direct excerpt of the permit is provided herewith, and states the following:

During the period of operation authorized by this permit, reclaimed water or effluent shall be monitored annually for the primary and secondary drinking water standards contained in Chapter 62-550, F.A.C., (except for asbestos, total coliform, color, odor, and residual disinfectants). These monitoring results shall be reported to the Department annually on the RWS-A DMR. During years when a permit is not renewed, a certification stating that no new non-domestic wastewater dischargers have been added to the collection system since the last reclaimed water or effluent analysis was conducted may be submitted with the signed DMR in lieu of performing the analysis. When such a certification is submitted with the DMR, monitoring not required this period should be noted on the DMR. The annual reclaimed

water or effluent analysis report, and certification if applicable, shall be completed and submitted in a timely manner so as to be received by the Department at the address identified on the DMR by January 28 of each year. Approved analytical methods identified in Rule 62-620.100(3) (j), F.A.C., shall be used for the analysis. If no method is included for a parameter, methods specified in Chapter 62-550, F.A.C., shall be used. *[62-600.660(2) and (3) (d)][62-600.680(2)][62-610.300(4)]*

Question 2: If the pricing sheet will not be altered, how will we decipher weekend work costs from weekday costs for specific tests and courier?

Answer 2: The pricing sheet, page 16R2 of 33, has been altered and made part of this addendum. A line item has been added beneath Fecal Coliform entitled “Fecal Coliform Additional Costs for Weekend Work” with a unit quantity of 104.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: _____

SIGNATURE: _____ **DATE:** _____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 2

Wastewater

PARAMETERS	Methods	Matrix	MDL	No. of Samples	Unit Cost	Subtotal
Priority Pollutants for Effluent and Influent (including: 608, 624,625,Cyanide,phenolics, Hg,Sb,As,Be,Cd,Cr,Cu,Pb,Ni, Se,Ag,Tl,Zn, Oil & Grease	Various	WW		2	\$	\$
	SEE PERMIT					
503 Sludge	Various	WW		4	\$	\$
Cryptosporidium and Giardia	1623	WW		1	\$	\$
Acute Bioassay	EPA 821-R-02-012 (FW acute) (2000.0)	WW		2	\$	\$
Low Level Mercury	1631E	WW		2	\$	\$
Sampling Disposal Fee for Mercury		WW		2	\$	\$
Nickel	200.8	WW		12	\$	\$
Copper	200.8	WW		12	\$	\$
Dichlorobromomethane	524.2	WW		12	\$	\$
Zinc	200.8	WW		12	\$	\$
Sodium	200.7	WW		52	\$	\$
Magnesium	200.7	WW		52	\$	\$
Calcium	200.7	WW		52	\$	\$
Chloride	300.0	WW		52	\$	\$
TDS	2540C	WW		52	\$	\$
Fluoride	300.0	WW		52	\$	\$
CBOD	SM5210B	WW		540	\$	\$
TSS	2540D	WW		644	\$	\$
TKN	351.2	WW		540	\$	\$
NOX	353.2	WW		260	\$	\$
TP	365.4	WW		520	\$	\$
Enterococci	Enterolert/ Quant-tray	WW		260	\$	\$
Fecal Coliform	SM9222D	WW		365	\$	\$
Fecal Coliform Additional Costs for Weekend Work		WW		104		
Wastewater Subtotal						\$

ADDENDUM NO. 3

June 9, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 3 **BID 2020-23 LABORATORY TESTING SERVICES**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries received.

Question 1: Can we provide the large documents, such as the Quality Manuals, PT studies, audits and certifications on a CD or thumb drive only?

Answer 1: To assist bidders and reduce replication costs, the vendors shall have the option of supplying a paper copy of the "large documents" listed in the **Scope of Work, 2. Bid**

Requirements/ Information to be Provided with the Bidder's Submission, as appearing on pages 11R and 12R, Item "a" and Items "c" through "k" inclusive. Bidders shall still submit a paper copy of Item 2.b, which states "A price list must be submitted with your Bid showing individual parameter prices (for all listed parameters), method numbers, and method detection limits. Costs shall be firm for the duration of the contract." While bidders have the option of supplying a paper copy of the items as noted herewith, this addendum does not relieve the bidder of supplying the required documents in digital format. In addition, should the bidder choose to omit submittal of certain documents in paper format, then it shall be the responsibility of the bidder to provide one paper copy of a "Table of Contents" or "List of Attachments" or "List of Exhibits" or other appropriately titled paper submittal that clearly identifies and lists each of the documents that are only provided in a digital format.

Question 2: For the Quality Manual can we mark it as a confidential document and only the city of Ormond Beach will have access to it?

Answer 2: No, upon submission of the bid documents, the Quality Manual shall be considered a public document and will not be considered confidential. We are not aware of any exemption which would cause that information to be confidential. If vendor would like to provide something to the contrary, we can take a look at it.

In all other respects, except as specifically stated herein, the subject BID 2020-23 LABORATORY TESTING SERVICES remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND
RETURNED WITH YOUR BID**

COMPANY NAME: _____

SIGNATURE: _____ **DATE:** _____

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH– BID 2020-23 LABORATORY TESTING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 3



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: July 28, 2020

Subject: Award of Laboratory Testing Services Bid No. 2020-23

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to award a contract to Pace Analytical Services, Incorporated (hereafter referred to as "Pace") to perform water and wastewater facility sample testing and lab analysis for assessing plant performance, and for compliance verification purposes with state and federal permit requirements for various constituents.

Background

Laboratory services are required to perform testing on ground water, potable water, sanitary sewer influent, effluent, reclaimed water and biosolids to verify compliance with state and federal requirements for various constituents. The City's current contract for lab services was originally bid in 2015 and was awarded to Pace. The current contract will expire on July 28, 2020. Having been in place for the maximum five years, the existing contract is not renewable.

The City solicited bids for testing services from qualified laboratories for one year periods, while providing an annual renewal clause, thereby making the contract effective for up to a maximum period of five years. Bids were received from two laboratories, ranging from \$61,418 to \$69,805. A copy of the bid tabulation sheet recorded at the June 17, 2020, bid opening is attached for reference.

Discussion

Staff reviewed the bids and identified the lowest responsive bid to be submitted from Pace in the amount of \$61,418. The City is currently contracted with Pace and is satisfied with the results, quality control and service provided from this laboratory. In addition, Pace provided all required supplementary information in its bid submittal. Pace is a local business and is located at 8 Tower Circle in the City's Airport Business Park.

Budget Impact

The total budgeted annual cost for laboratory services is \$100,000 in the FY 2019-2020 operating budget. Funding is split between Water Treatment in an amount of \$15,000 and Wastewater Treatment in an amount of \$85,000.

Citizen Impact

The accurate testing of water and wastewater in accordance with federal and state regulatory guidelines is absolutely essential in order to safely and successfully operate a water utility. Contracting with a knowledgeable, reputable, and experienced vendor ensures that public health, safety, and welfare are safeguarded, ensuring that our water resources are protected for the long term benefit of present and future generations.

Recommendation

Staff recommends award of Bid No. 2020-23 to the lowest responsive bidder, Pace Analytical Services, Incorporated, in the amount of \$61,418 for annual laboratory testing services.

Attachments:

- 20-85 Lab Svcs-Pace Analytical (P20-0108G) (PDF)
- Pace Analytical Services (P20-0108G) (PDF)
- 2020-23 Addendum 1 Combined Final (PDF)
- 2020-23 Addendum 2 (PDF)
- 2020-23 Addendum 3 (PDF)
- 2020-23 Bid Tab Combined (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 7/17/2020


Claire Whitley, Assistant City Manager 7/20/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 7/23/2020



BID OPENING TABULATION

Project: Labortory Testing Services

Bid Number: 2020-23

Date & Time: June 17, 2020 2:30pm

Contractor	Addendum 1, 2, 3	Total Bid
Pace Analytical Ormond Beach, FL	YES	61,418.00
Flowers Chemical Labs Altamonte Springs, FL	YES	69,805.00

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

Robert Schattie
Purchasing Coordinator

A handwritten signature in blue ink, reading "Robert Schattie", is written over a horizontal line.



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.K

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Water Well Assessment and Rehabilitation		
Summary:	In December 2020, the City Commission awarded a contract to Layne Christensen Company and Thompson Well & Pump, Inc. for water well assessment and rehabilitation on an as-needed basis. The agreement provided for a 3-year contract with 2 additional one-year renewals; this item requests approval to proceed with the first renewal period. This contract provides for as-needed repairs of the City's water production wells. This work was broken down into three parts. First, the contractor is responsible for conducting an initial assessment, including a physical inspection, of each well assigned. Secondly, the contractor shall be responsible for providing all labor, material and equipment for any rehabilitation/repair of the well. Thirdly, the contract shall include provisions for emergency repairs to include mobilization, assessment and implementation of repairs upon approval from the City. The contract also requires well disinfection and ground restoration by the contractor.		
Financial Impact:	Fund 401-Utilities in the amount of \$325,000 for repair and maintenance of Water Treatment Plant mechanical and electrical equipment.		
Citizen Impact:	The assessment and rehabilitation of water production wells is necessary to provide sufficient and safe drinking water for the city's utility customers.		
Recommended Action (Staff, Advisory Board and/or Other):	This serves as public notification of the intent to renew the contract for an additional year, unless otherwise directed by the City Commission.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. RES 2020-182 (7I)	
Approval:	Kelly McGuire, Finance Director	11/15/2023
	Claire Whitley, Assistant City Manager	11/16/2023
	Joyce Shanahan, City Manager	11/29/2023

RESOLUTION NO. 2020-182

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR WATER WELL ASSESSMENT AND REHABILITATION SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-29; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-29) for water well assessment and rehabilitation services on an as needed basis relative to water production wells throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with two (2) firms to provide the aforescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City’s professional staff recommends that the City Commission accept the proposals of Layne Christensen Company and Thompson Well & Pump, Inc. to provide repair services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$355,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, and the Capital Project Fund and that said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Layne Christensen Company to provide water well assessment and rehabilitation services on an as needed basis relative to various water production wells throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Thompson Well & Pump, Inc. to provide water well assessment and rehabilitation services on an as needed basis relative to various water production wells throughout the City.

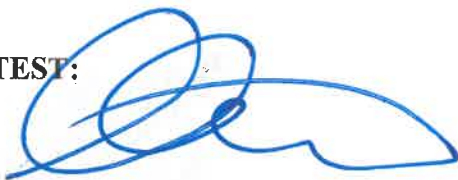
SECTION THREE. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with Layne Christensen Company and Thompson Well & Pump, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.


BILL PARTINGTON
Mayor

ATTEST:


COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Layne Christensen Company** ("Contractor"), 5061 Luckett Road, Fort Myers, FL 33905, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-29, "Water Well Assessment and Rehabilitation Services") dated September 29, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Layne Christensen Company
Blake McCullers, Project Manager
5061 Luckett Road
Fort Myers, FL 33905

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

*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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2020.

Witnesses:

LAYNE CHRISTENSEN COMPANY

Blake McCullers
Print Name: Blake McCullers

By: William C. Stuckey
Print Name: William C. Stuckey

Title: General Manager

John Cathey
Print Name: John Cathey

Attest: Miguel Martinez
Print Name: Miguel Martinez

Title: Project Manager



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: WATER WELL ASSESSMENT AND REHABILITATION SERVICES

RFP NUMBER: 2020-29

RFP DUE DATE & TIME: September 30, 2020 at 2:00 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 15, 2020 at 10 a.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Luckett Road

CITY-STATE-ZIP: Fort Myers, Florida 33905

F.E.I.N.: 48-0920712

PHONE NUMBER: 239-275-1029

EMAIL: blake.mccullers@gcinc.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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

Miguel C. Martinez
AUTHORIZED SIGNATURE (MANUAL)

Miguel Martinez

NAME (TYPED)

Project Manager

TITLE

September 29, 2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

Keep and maintain public records required by the City to perform the contracted service.

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.

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.

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.

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:

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

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29

INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide water well assessment and rehabilitation services on an “as needed basis” for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as “**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**” and reference **RFP No. 2020-29**” on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **WATER WELL ASSESSMENT AND REHABILITATION SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

In order to meet the required demands, the City presently utilizes thirty-nine (39) water production wells. Details of individual wells are provided later within this same section. Bidders should be aware that the City's current inventory of well pumps includes multiple suppliers including Gould Water Technology Submersible Pumps (A Xylem Brand), Peabody Floway Vertical Turbine Submersible Pumps, and Grundfos Pumps.

To provide vendors with a better understanding of the City's water well network, an excerpt from the recently completed *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt, is provided. The excerpt entitled "Existing Raw Water Infrastructure," is broken into three parts. In Part 1, Existing Wellfield Summary, a paragraph describes the City's four wellfields. Thereafter, in table format, all wells are listed with relevant details including: the ID number, the casing diameter the casing depth, the well total depth, pump capacity, drilling date, and status. In Part 2, Existing Wellfield Water Quality, a paragraph description provides an overview of the water quality followed by a table providing chloride levels measured at specific well sites from 2015 through 2019. Lastly, Figure 2-1 Primary Water Components, graphically depicts the locations of the wells relative to major roadways.

Existing Raw Water Infrastructure

1) Existing Wellfield Summary

The City provides potable water service to residential, retail, and commercial customers throughout their service area. The City currently has approximately 56,000 potable water customers. The City currently obtains its water supply to serve these customers from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, there are currently 33 active primary and secondary groundwater production wells drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region, but these BAT wells are currently only being utilized for reclaimed augmentation purposes.

Table 2-1 below summarizes current information regarding all of the City's wellfields with their corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included within **Table 2-1**.

Table 2-1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D/10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Inactive
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total GPM						2,980		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total GPM						475		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H/34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	160	TBD	Proposed
Existing Hudson WF Total GPM						1,537		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF Total GPM						4,000		
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total GPM						700		
Maximum Production GPM (All Wellfields)						9,692		

Utilizing the maximum production GPM value calculated within **Table 2-1**, the City can theoretically withdrawal 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). Removing the BAT reclaimed augmentations wells from the equation, however, results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2-1** shows the geographic location of all wells throughout the City's service area.

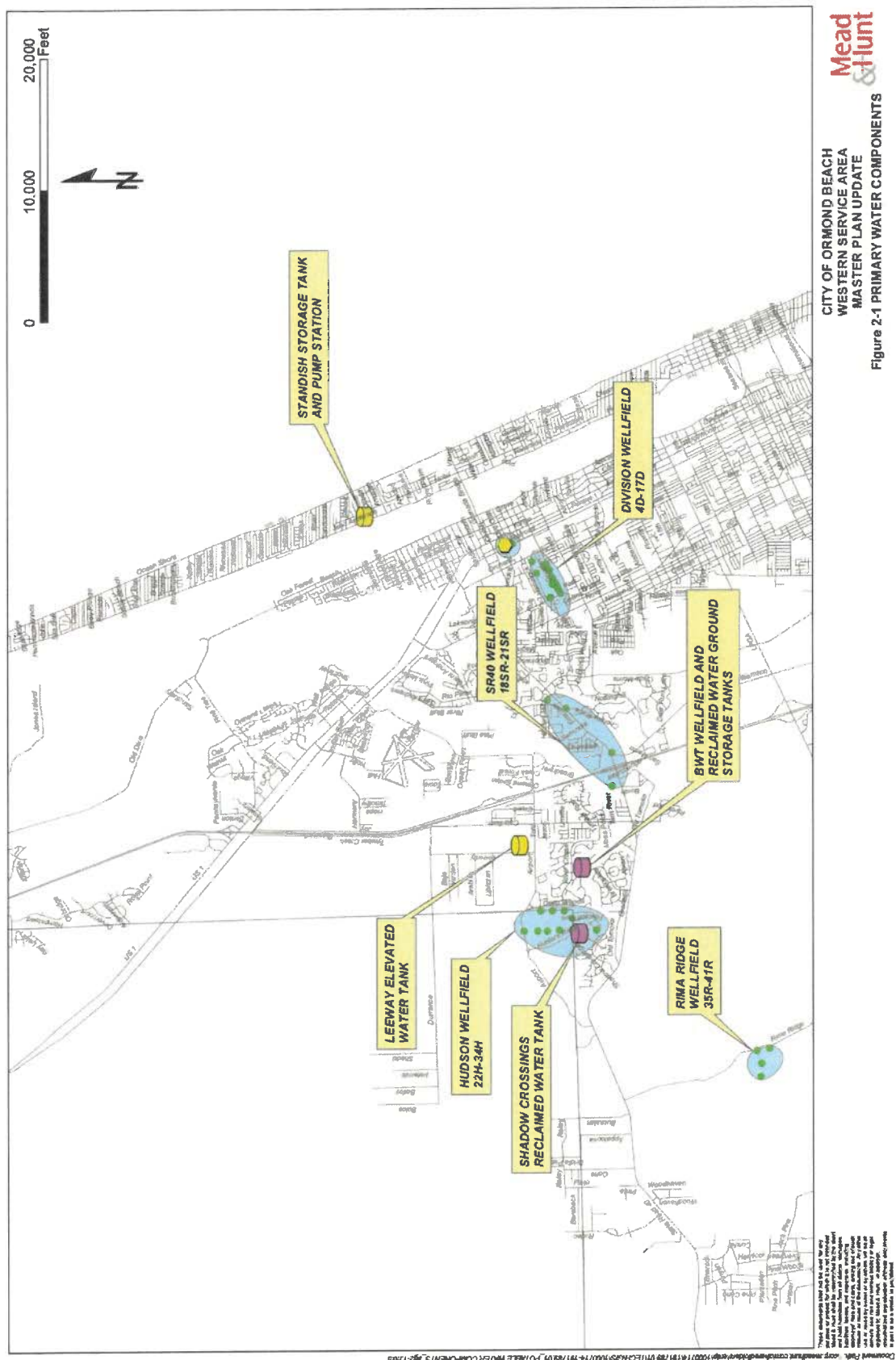
2) Existing Wellfield Water Quality

The primary water quality concern for the City's existing wellfields are chloride levels. **Table 2-2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded at this time. Typical chloride levels are a concern and considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D all have experienced 'high' levels of chlorides within the past few years. Having chloride levels that exceed 250 mg/L is not a critical concern due to the City having a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the City should moderate usage of the aforementioned wells that have experienced high chlorides levels to the maximum extent allowable within their CUP limits.

Wells numbered 18SR and 20SR are noted as being offline and in need of repairs or relocation. The City should plan to reestablish these wells in the near future. Having these wells back online would aid the City with raw water supply capacity, wellfield rotation, and would likely help in lowering the measured chloride levels.

Table 2-2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6



B. Scope of Work:

The work shall be performed on an “as needed basis” for the Utilities Division of the Public Works Department. Awarded firms will be responsible for services as described below, consisting of Initial Well Assessments, Rehabilitation and Repair Services, Emergency Services, and General Services. Completion of a separate FEE SCHEDULE with Tasks 1 through 3 (included with these documents) is a required submittal of the bid proposal.

1. Initial Well Assessment (Task 1 of the FEE SCHEDULE)

The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized City representative. Each assessment shall consist of a physical inspection of each well to include as follows:

- a. Remove & store motor, pump, column and all related appurtenances.
- b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
- c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized City representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
- d. Prepare and submit a written Well Inspection Report to the authorized City representative (see Sample Well Inspection Report). The report shall contain the following information:
 - i. List of well defects
 - ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance.
 - iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
 - iv. Copies of all supporting documentation i.e. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval - Each Well Inspection Report shall be reviewed by an authorized City representative. Implementation of a corrective action plan approved by the City shall be authorized in the form of a written Contract Task Order *prior* to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized Ormond Beach representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re-submitted along with any revised cost estimate and schedule by the Contractor to the City until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method - The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

2. Rehabilitation/Repair Services (Task 2 of the FEE SCHEDULE)

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

- a. Rehabilitate/repair each well in accordance with a City approved corrective action plan authorized in writing by a fully executed Contract Task Order.
- b. Provide 48 hour notification to the City prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
- c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the City.
- d. Well Development services may be required by the City on a case by case basis.

Payment Method – The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

3. Emergency Services (Task 3 of the FEE SCHEDULE)

From time to time the City may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

- a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized City representative.
- b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the City for review and approval. Upon approval by the City an emergency Task Order will be issued authorizing implementation of the repairs.
- c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items needed to make all necessary repairs approved by the City to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method – The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

4. General Services (To be included as part of the FEE SCHEDULE in Task 1)

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task.

- a. Well Disinfection: Contractor shall properly disinfect the well per AWWA standards, and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the City at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall re-perform disinfection procedures at no additional cost until bacteriological samples pass.
- b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video

prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method – The above noted general services shall be included in the lump sum price for Initial Assessment services (in Task 1 above)

5. Additional Requirements

Successful firms shall comply with all safety standards and regulations as required by the City of Ormond Beach, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit a Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the City. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

6. Additional Services

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized City representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized City representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

7. Contract Exclusions

This contract does not include new well construction.

I. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Standard General Requirements: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.
 - d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
 - e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with water well assessment, rehabilitation and repair of water well pumping systems of similar size and pumping capabilities. Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications.
 - f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. Include their years of experience as well as the number of years with the company. List all certifications appropriate to the work (Limit response to two pages maximum per person).

- g. **References:** Using the “List of References” sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
- Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced
- h. **Responsiveness:** Describe your approach to timely completion of work and provide general turnaround times.
- i. **Location:** Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond Beach City Hall (20 points), Within 50 miles of Ormond Beach City Hall (15 points), Within 100 miles of Ormond Beach City Hall (10 points), Beyond 100 miles of Ormond Beach City Hall (5 points)
- j. **Pricing:** Provide not to exceed pricing using the FEE SCHEDULE (provided within this contract document).
- k. **Completeness:** Submission of all information, as required, and evaluation to verify that the information supplied in the proposal is accurate and thorough. Bidder may choose to supply additional relevant information not specifically requested.

II. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Experience	20
Capability & Past Performance	20
Location	20
Pricing	20
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

III. 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.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

[illegible]

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Layne Christensen Company

TASK 1	INITIAL WELL ASSESSMENT	Lump Sum:	<u>\$ 15,870.70</u>
	Video Logging Services (as directed)	Lump Sum:	<u>\$ 1,860.00</u>

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

	<i>STRAIGHT TIME RATE/HR</i>	<i>O/T RATE/HR</i>	<i>PREMIUM RATE/HR</i>
Superintendent	_____	_____	_____
General Foreman	_____	_____	_____
Working Foreman	_____	_____	_____
Electrician	_____	_____	_____
Carpenter	_____	_____	_____
Mechanic	_____	_____	_____
Truck Driver	_____	_____	_____
Equipment Operator	_____	_____	_____
Laborer (Skilled)	_____	_____	_____
Laborer (Unskilled)	_____	_____	_____
Additional Labor Codes Not Shown Above (use additional sheets if needed)			
_____	_____	_____	_____
_____	_____	_____	_____

See Attached
Section "D"
Transmittal Letter

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment
Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	EMERGENCY REPAIRS (as needed basis)	
	Emergency Mobilization (24 Hr Response)	Lump Sum: <u>\$ 2,200.00</u>
	Emergency Assessment	Lump Sum: <u>\$ 18,955.45</u>
	Repairs	Time & Material Rates same as above

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2020 – 29****LIST OF REFERENCES**

1. Entity/Client City of Cape Coral Utilities		
Location Cape Coral, FL	Year Completed: Ongoing	
Client Contact Name Rand Edelstein Jr., P.G.		
Email redelstein@capecoral.net	Phone: (239) 242-3651	
Types of service provided Acid Rehabilitation, Geophysical Logging, Well Cementing, Down hole fishing / retrieval of submersible pumps, and other objects in the well bore. Video Logging		
*Annual service work. Signed agreement for year two is in place and starts in October 2020.		

2. Entity/Client Lee County Utilities	
Location Fort Myers, FL	Year Completed: Ongoing
Client Contact Name Tyler S. Weinand, P.G.	
Email TWeinand@leegov.com	Phone: (239) 533-8166
Types of service provided Acid Rehabilitation, Geophysical Logging, Video Logging, Pump removal & installation. Mechanical Integrity Testing of injections wells.	

3. Entity/Client Bonita Springs Utilities, Inc.		
Location Bonita Springs, FL	Year Completed: 2019	
Client Contact Name Patrick Suniewick		
Email PSuniewick@bsu.us	Phone: (239) 940-0427	
Types of service provided Pull pump, run geophysical & downhole video logs . Backplug interval of the well with neat cement to seal off a poor water quality zone.		

WATER WELL ASSESSMENT AND REHABILITATION SERVICES

RFP NO. 2020 – 29

LIST OF REFERENCES

4. Entity/Client Syngenta Flowers, LLC	
Location Alva, FL	Year Completed: 2019 & 2020
Client Contact Name Jason Wilson	
Email jason.wilson@syngenta.com	Phone: (239) 728-0842
Types of service provided Line shaft turbine pump trouble shooting and repair. We have repaired multiple right angle gear boxes, electric motors and line shaft pumps for this customer.	

5. Entity/Client City Of Ocala	
Location Ocala, FL	Year Completed: 2020
Client Contact Name Brian Hutchinson	
Email whutchinson@Ocalafl.org	Phone: (352) 401-6935
Types of service provided Abandoned multiple wells located within a city park.	

6. Entity/Client Okaloosa County	
Location Okaloosa County, FL	Year Completed: Ongoing
Client Contact Name Mark Wise	
Email	Phone: (850) 651-7502
Types of service provided Annual well service contract "as needed" similar nature of work to the Ormond Beach Assessment & Rehabilitation service bid.	

**WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29**

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29**

**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.

Layne Christensen Company
COMPANY NAME


AUTHORIZED SIGNATURE

Miguel Martinez
NAME (PRINT OR TYPE)

Project Manager
TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Layne Christensen Company

Company Name

Authorized Signature

Miguel Martinez

Print Name

Project Manager

Title

EXHIBIT "B"



PREPARED FOR: City of Ormond Beach,
22 South Beach Street, Ormond Beach, Florida 32174

Opening Location: 1st Floor Training Room City Hall,
Purchasing Coordinator, Attn: Robert Schatti

RFP Number: 2020-29

Bid Name: Water Well Assessment and Rehabilitation
Services

Date: September 30, 2020
Time: 2:00P.M.

PROPOSAL BY:
LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029 FX: 239.275.1025

CONTACT: BLAKE McCULLERS
www.layne.com

B. Table of Contents

C. Standard General Requirements

D. Transmittal Letter

E. Technical Qualifications of Firm

F. Technical Qualifications of the Project Team

G. References

H. Responsiveness

I. Locations

J. Pricing

K. Completeness



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Luckett Road

CITY-STATE-ZIP: Fort Myers, Florida 33905

F.E.I.N.: 48-0920712

PHONE NUMBER: 239-275-1029

EMAIL: blake.mccullers@gcinc.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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

Miguel C. Martinez
AUTHORIZED SIGNATURE (MANUAL)

Miguel Martinez

NAME (TYPED)

Project Manager

TITLE

September 29, 2020

DATED

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Layne Christensen Company

TASK 1	INITIAL WELL ASSESSMENT	Lump Sum:	\$ 15,670.70
	Video Logging Services (as directed)	Lump Sum:	\$ 1,860.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

	<i>STRAIGHT</i>		
<i>LABOR CODE NAME</i>	<i>TIME RATE/HR</i>	<i>O/T RATE/HR</i>	<i>PREMIUM RATE/HR</i>
Superintendent			
General Foreman			
Working Foreman			
Electrician			
Carpenter			
Mechanic			
Truck Driver			
Equipment Operator			
Laborer (Skilled)			
Laborer (Unskilled)			
Additional Labor Codes Not Shown Above (use additional sheets if needed)			

See Attached
Section "D"
Transmittal Letter

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment
Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	EMERGENCY REPAIRS (as needed basis)	
	Emergency Mobilization (24 Hr Response)	Lump Sum: \$ 2,200.00
	Emergency Assessment	Lump Sum: \$ 18,955.45
	Repairs	Time & Material Rates same as above

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2020 – 29****LIST OF REFERENCES**

1. Entity/Client City of Cape Coral Utilities		
Location Cape Coral, FL	Year Completed: Ongoing	
Client Contact Name Rand Edelstein Jr., P.G.		
Email redelstein@capecoral.net	Phone: (239) 242-3651	
Types of service provided Acid Rehabilitation, Geophysical Logging, Well Cementing, Down hole fishing / retrieval of submersible pumps, and other objects in the well bore. Video Logging		
*Annual service work. Signed agreement for year two is in place and starts in October 2020.		

2. Entity/Client Lee County Utilities		
Location Fort Myers, FL	Year Completed: Ongoing	
Client Contact Name Tyler S. Weinand, P.G.		
Email TWeinand@leegov.com	Phone: (239) 533-8166	
Types of service provided Acid Rehabilitation, Geophysical Logging, Video Logging, Pump removal & installation. Mechanical Integrity Testing of injections wells.		

3. Entity/Client Bonita Springs Utilities, Inc.		
Location Bonita Springs, FL	Year Completed: 2019	
Client Contact Name Patrick Suniewick		
Email PSuniewick@bsu.us	Phone: (239) 940-0427	
Types of service provided Pull pump, run geophysical & downhole video logs . Backplug interval of the well with neat cement to seal off a poor water quality zone.		

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2020 – 29****LIST OF REFERENCES**

4. Entity/Client Syngenta Flowers, LLC	
Location Alva, FL	Year Completed: 2019 & 2020
Client Contact Name Jason Wilson	
Email jason.wilson@syngenta.com	Phone: (239) 728-0842
Types of service provided Line shaft turbine pump trouble shooting and repair. We have repaired multiple right angle gear boxes, electric motors and line shaft pumps for this customer.	

5. Entity/Client City Of Ocala	
Location Ocala, FL	Year Completed: 2020
Client Contact Name Brian Hutchinson	
Email whutchinson@Ocalafl.org	Phone: (352) 401-6935
Types of service provided Abandoned multiple wells located within a city park.	

6. Entity/Client Okaloosa County	
Location Okaloosa County, FL	Year Completed: Ongoing
Client Contact Name Mark Wise	
Email	Phone: (850) 651-7502
Types of service provided Annual well service contract "as needed" similar nature of work to the Ormond Beach Assessment & Rehabilitation service bid.	

**REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29**

**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.

Layne Christensen Company
COMPANY NAME


AUTHORIZED SIGNATURE

Miguel Martinez
NAME (PRINT OR TYPE)

Project Manager
TITLE

C. STANDARD GENERAL REQUIREMENTS

PROPOSER'S NAME: Layne Christensen Company

PROPOSER'S MAILING ADDRESS: 5061 Lockett Road< Fort Myers, Florida 33905

Phone: 239-275-1029 Fax: 239-275-1025

Contact Person: Blake McCullers Email: blake.mccullers@gcinc.com

F.E.I.N.: 48-0920712

Number of Years organization has been in Business: 138 years

Names & Titles of Officer: See Attached Officers Sheet

Statement of whether your firm has ever failed to complete work awarded to you.

No

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years.

See Attached List

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendant.

None

State whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

None



D. Transmittal Letter

Water Mineral Services
5061 Lockett Road
Fort Myers, Florida 33905
T 239-275-1029
F- 239-275-1025
blake.mccullers@layne.com

September 30th, 2020

City of Ormond Beach
Robert Schattie – Purchasing Coordinator
22 South Beach Street
Ormond Beach, FL 32174
(386) 676-3223

Re: RFP 2020-29 Water Well Assessment & Rehabilitation Services

Bid Date: September 30th, 2020 / Time: 2PM

Mr. Schattie,

Layne Christensen Company is pleased to submit the attached proposal for the above referenced project. Layne is a global water management, construction, and drilling company. We provide responsible solutions for the world's most challenging water, mineral, and energy challenges. Our integrated approach allows us to offer more than just individual services. It ensures streamlined communications, expedited timelines, and a constant focus on our overriding values of safety, sustainability, integrity, and excellence.

Layne has a strong commitment to providing a safe and productive workplace. Our emphasis on health and safety encompasses developing site-specific safety plans, and is designed to identify, evaluate, and control health and safety hazards for the purpose of protecting employees, onsite personnel and residents within proximity of our work sites.

Our goal is to have a technician on site within five business days of receiving a formal request for non-emergency well services. For emergency well services, we understand time is of the essence. We will have a technician on site within twenty-four hours.

The bulk of the work will be handled out of our Fort Myers, FL facility. Our Savannah, GA facility works closely with our facility and will serve as a backup in the event of an emergency. We also, have a first-class facility in Pensacola that can fill in as needed if necessary. Between these three facilities, we can respond quickly to work in the region.

Our pricing for this program is outlined below:

TASK 1: INITIAL WELL ASSESSMENT

Lump Sum: \$15,670.70

Video Logging Services (as directed)

Lump Sum: \$1,860.00

Notes:

- Mobilize and remove pump, motor (less than 100 HP), column assembly, etc. from well, disassemble, complete inspection & report, reassemble & reinstall pump, back into well, including site restoration, complete and in place for the lump sum price listed above.
- Pumps exceeding 100 HP will be charged at an additional fee.
- Pricing is based on clear access to well site without the need for traffic control devices or special working conditions due to overhead powerlines.
- If artesian conditions are encountered and we're required to "kill" the well to complete our work, these charges will be passed on at the T&M rates outlined in Task 2.
- Bacteriological clearance sampling is included in task 1. If more than two samples are required to obtain clearance from the health department, we will need to revert to Task 2 T&M rates to complete the sampling.

TASK 2: REHABILITATION & REPAIRS

ITEM #	DESCRIPTION - Equipment and Manpower (All items include overhead and profit)	HRLY RATE
1	Pivotal hydraulic crane	\$246.00
2	3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor, drill pipe, collars and support equipment	\$1,365.00
3	Less than 3,000# class drill rig with 144,000 lb (min) load capacity, mud-pumps, air compressor drill pipe collars and support equipment	\$1,125.00
4	Pump technician with service truck	\$120.00
5	Pump technician with service truck (overtime)	\$150.00
6	Shop technician for pump repair, shaft alignment.	\$97.00
7	Shop technician for pump repair, shaft alignment, etc. (overtime)	\$130.00
8	Two person crew with service truck	\$155.00
9	Two person crew with service truck (overtime)	\$225.00
10	Three person crew with service truck	\$225.00
11	Three person crew with service truck (overtime)	\$300.00
12	Four person crew with service truck	\$300.00
13	Four person crew with service truck (overtime)	\$363.00
14	Pump repair rig with crew	\$285.00
15	Data logging truck & operator for water quality testing	\$155.00
16	Video inspection under static conditions, including video logging service and technician	\$155.00
17	Per diem - per man, per night	\$155.00

Notes:

- Subcontractors, materials, rentals, permits, etc. will be charged at cost + 13.99%
- Hourly rates will be charged from portal to portal to cover mobilization costs.
- Per diem will be charged as incurred when necessary.

TASK 3: EMERGENCY REPAIRS (as needed basis)

Emergency Mobilization (24 Hr. Response)

Lump Sum: \$2,200.00

Emergency Assessment

Lump Sum: \$18,955.45

Notes:

- The notes from Task 1 apply to Task 3 as well.

We hope that you find this proposal acceptable and look forward to working with you.
If you have any questions or need any additional information, please feel free to contact me at
239-275-1029.

Respectfully,



Blake McCullers
Project Manager II

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Layne Christensen Company

Company Name

Authorized Signature

Miguel Martinez

Print Name

Project Manager

Title



E. Technical Qualifications of Firm

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com



A GRANITE COMPANY



Layne Christensen Company
 5061 Luckett Road, Fort Myers, Florida 33905
 (239) 275-1029 · Fax (239) 275-1025

GEOPHYSICAL LOGGING SERVICES

Geophysical Logging and Well Inspection

Layne's Geophysical Logging personnel have been involved in a substantial number of the injection well completions in Florida since 1998. With over 20 years of experience in open and cased hole environments, our personnel and equipment is well suited for all injection & water well completion logging, MIT support, and well condition inspections.



ARTEX 2012 MODEL 6400 Wireline Unit

- Mounted on Kenworth Chassis
- Shooting Panel for Perforating Capability
- Model 950 Split Drum
- 16,000' of 3/8" - 7 conductor Rochester Cable
- 7,000' of 3/8" Coax Video Cable
- Hydraulic Winch System
- 15KW Hydraulic Generator
- Warrior Logging System for Acquisition of Most Logs
- Matrix Logging System utilized for Acquisition of Televiwer
- Aries CCV Surface Equipment utilized for Video



Video Capabilities

- High Resolution Video Log
- Aries CCV surface equipment
- On-screen footage display & 2 DVD recorders

Cased Hole Logging Capabilities

- Radioactive Tracer Survey
- State of Florida Radioactive materials license (I-31 Solution)
- Cement Bond Log
- Collar Log
- Temperature Log
- Casing Inspection Log



Open Hole Logging Capabilities

- X-Y Caliper Log
- Gamma Ray Log
- Dual Induction/LL3 with SP Log
- Borehole Compensated Sonic Log
- Fluid Conductivity/Temperature/Flowmeter
- Acoustic Televiwer Log and Fluid Sample Capability

Providing Water Well and Pump Services Since 1882



WELL & PUMP MAINTENANCE: PREDICTIVE WELL MAINTENANCE PROGRAM



WATER MANAGEMENT

- + SOURCING
- + WELL & PUMP MAINTENANCE
- + WATER TREATMENT TECHNOLOGIES
- + WATER RECYCLE & REUSE
- + WATER TRANSFER

CONSTRUCTION

- + TREATMENT PLANT CONSTRUCTION
- + ALTERNATIVE DELIVERY
- + RENEWABLE ENERGY
- + SEWER SYSTEMS
- + TRENCHLESS REHABILITATION
- + WATER SUPPLY
- + WATER TRANSMISSION & DISTRIBUTION

DRILLING

- + EXPLORATION DRILLING
- + SPECIALTY DRILLING
- + WATER WELLS
- + BOREHOLE SERVICES

Layne's Predictive Well Maintenance "PWM" Program

Designed to improve the reliability and useful life of your water well assets.

Layne uses a multi-year approach to Well & Pump performance testing. This approach allows us to collect valuable well performance data year over year to establish trends and enables our customers to make more informed asset management decisions.

A Proactive and Predictive approach to Well Management and Maintenance. Comprehensive Well and Pump Performance Test. Record of Key Performance Indicators. Detailed Well Assessment Report

BENEFITS

- + Improve reliability
- + Extend useful life of assets, defer need for new investment
- + Substantiate and protect OPEX budget
- + More predictable CAPEX and OPEX
- + Demonstrate that maintenance practices minimize rate impact
- + Energy savings / GHG reduction

PREVENTION

Layne's preventative maintenance testing program removes the guess work from your water operations. Layne's service team will perform detailed inspections that are tailored to fit your specific well and pump.

As Maintenance Interval Increases:

- + Decline in well efficiency accelerates
- + Potential recovery decreases (permanent loss)
- + The useful life of the well is reduced
- + Energy costs increase

MAINTENANCE

Every water system is different. We work with our clients to design and implement a testing and maintenance strategy for their unique water systems. Layne's in-house machine shops minimize downtime during repairs. Municipal and industrial clients have come to rely upon Layne's extensive resources and experience to meet their unique requirements for routine and emergency pump repairs with timeliness, efficiency and professionalism.



INFO@LAYNE.COM | For more information, or to speak with an expert please visit us at WWW.LAYNE.COM
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WELL & PUMP MAINTENANCE: PREDICTIVE WELL MAINTENANCE PROGRAM

The PWM Program is implemented on a multi-year year basis which allows Layne to trend and analyze the Well data over time and establishes a Predictive Maintenance program that helps our clients improve the reliability and useful life of their Water Wells.

Technical Support & PWM Services

- Scheduled Preventive Maintenance Site Visits
- Well & Pump Assessment Report & Recommendations
- Discount on Well Mtnce. Services, Parts & Equip

Well & Pump Performance & Efficiency Testing

- Step Rate Pumping Tests
- Pump Performance Testing (Curve)
- Flow Test GPM
- Motor Vibration Analysis
- Specific Capacity of Well
- Static Water Level
- Pumping Water Level & Drawdown
- Oil Drip System Inspection
- Sand Test
- Inspect / Grease Stuffing Box
- Check Valves, Fittings and Gauges

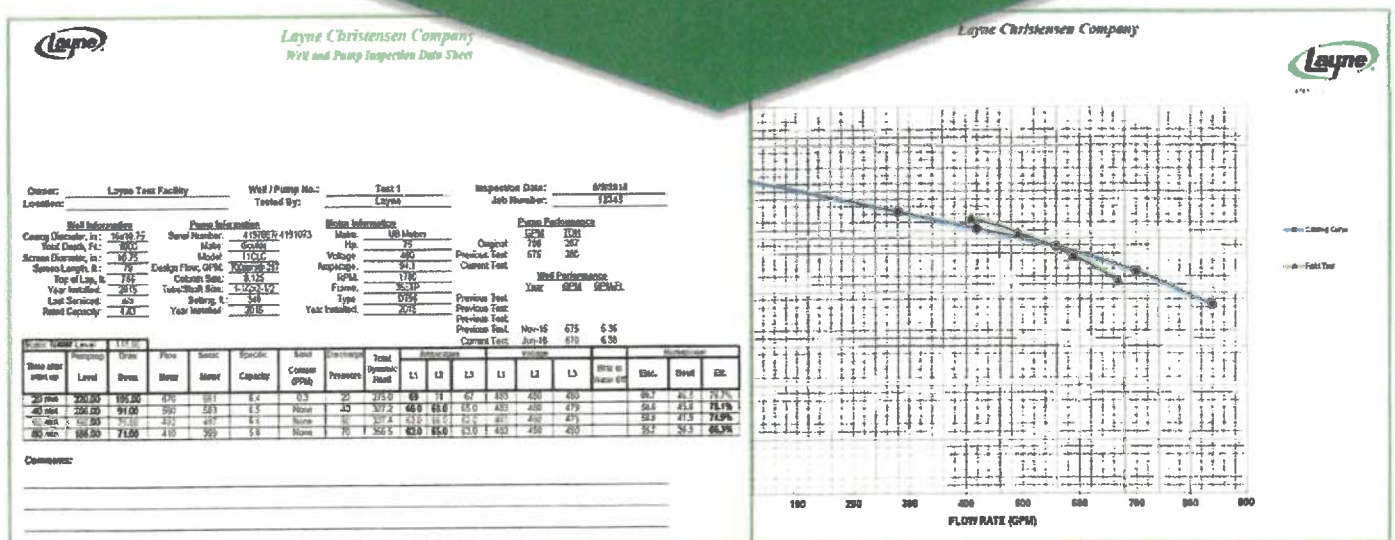


Optional Support Services

- Water Sample – Basic
- Water Sample – Complete
- Motor Oil Change
- Packing Change (Standard)
- Replace Pressure Gauge
- Additional Layne Site Technician
- Flexible Spending Fund (Tech. & Engr. Hours)
- Well & Well Field Analysis via Hydrologist

Annually, Layne will provide a comprehensive Well and Pump performance test on each Well, recording all key performance indicators. A detailed Well assessment report will be generated and reviewed with our clients which consists for the following:

- ✓ Well Analysis and complete Maintenance Recommendations
- ✓ Historical comparison / trend from last Well Tests
- ✓ Current Pump Curve compared to Mfg. Curve
- ✓ Detailed Well & Pump Data Sheet



INFO@LAYNE.COM | For more information, or to speak with an expert please visit us at WWW.LAYNE.COM
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Example



Layne
A GRANITE COMPANY

PUMP INSPECTION FORM

(INITIAL) X (RECONDITIONED)

LAYNE, A GRANITE COMPANY
5061 LUCKETT ROAD
FT. MYERS, FL 33905
239-275-1029

PROJECT _____

WELL/PUMP NO. WELL PUMP 38

PUMP MAKE GOULDS

MODEL 14RMHO SIZE 14

TYPE (SUB) (VERT) (OTHER) _____ IMPELLER: BRONZE X

IMPELLER TRIM DIAMETER NA Z X IMPELLER NUMBER X

SANDBLASTED YES NO SPIDER THICKNESS 0.755 STUFFNG BOX BUSHING 1.558 I.D. 1.905* O.D. _____

MOTOR S.N. MOTOR NOT EVALUATED SHAFT DIMENSION X D _____ E _____ F _____

MOTOR H.P. X DIA. X VOLT X PHASE X MEG OHM X

JOB NO. _____ DATE 8/23/2018

LOCATION F

S.N. 525574-2

DIAMETER 14 STAGES 2

IRON STAINLESS OTHER _____

COMMENTS:

BOTH IMPELLERS SHOW SIGNIFICANT WEAR AND SHOULD BE REPLACED (MORE THAN 50% OF MASS HAS BEEN LOST IN THE IMPELLER VANES).

THIS IS A SEMI OPEN PUMP IMPELLER-NO WEAR RINGS. THE BOWL STAGES ARE SHOWING SIGNS OF DETERIORATION AND SOFTENING.

THE STAINLESS IS OK. SHAFTS ARE STRAIGHT. TOP HEAD SHAFT IS BENT AND REQUIRES REPLACEMENT.

THE HEAD IS MADE OF CAST STEEL AND IS IN GOOD SHAPE. NEED TO RETROFIT THE HEAD WITH KILL PORTS TO SERVICE THE WELL PUMP IN THE FUTURE.

COLUMN PIPE IS OK. NEEDS TO BE CLEANED, SANDBLASTED AND RECOATED WITH THE NSF APPROVED EPOXY.

ALL COLUMN SPIDERS AND BEARS SHOULD BE REPLACED AS THE BRONZE MATERIAL HAS BEEN WEAKENED DUE TO LEACHING OF MATERIAL.

STAGE	CASTING CONDITION	WEAR RING I.D.	IMPELLER O.D.	TOTAL WEAR	IMPELLER WR CONDITION AND IMPELLER	BEARING I.D.	TOTAL WEAR	BEARING CONDITION
SUCTION	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	2.199	0.014	(REUSE) (REPLACE)
1	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	2.177	-0.008	(REUSE) (REPLACE)
2	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	2.175	-0.010	(REUSE) (REPLACE)
3	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	2.196	0.011	(REUSE) (REPLACE)
4	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
5	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
6	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
7	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
8	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
9	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
10	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
11	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
12	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
13	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
14	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
15	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
16	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
17	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
18	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
19	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
20	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)
DISCHARGE	(REUSE) (REPLACE)	X	X	#VALUE!	(REUSE) (REPLACE)	X	#VALUE!	(REUSE) (REPLACE)

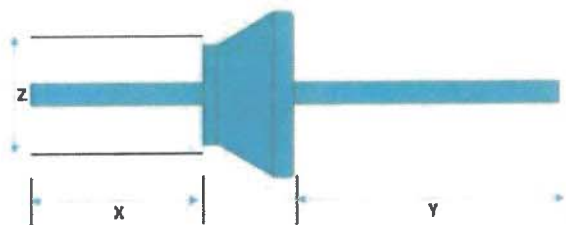
BOWL SHAFT (REUSE) (REPLACE) DIAMETER 2.185 LENGTH 53.75 (SS) (CARBON) (OTHER)

BOTTOM IMPELLER LOCATION X X Y SHAFT STICK UP 12 A LATERAL X C

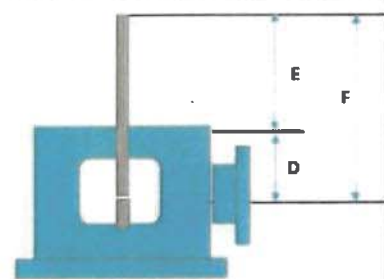
LINE SHAFT	CONDITION	DIAMETER SHAFT	SLEEVE	LENGTH	MATERIAL	COLUMN PIPE	CONDITION	DIAMETER ID	LENGTH IN
1	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	76.125	(SS)	1	(REUSE) (REPLACE)	10	59.25
2	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	2	(REUSE) (REPLACE)	10	119.25
3	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	3	(REUSE) (REPLACE)	10	119.25
4	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	4	(REUSE) (REPLACE)	10	119.25
5	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	5	(REUSE) (REPLACE)	10	119.25
6	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	6	(REUSE) (REPLACE)	10	119.25
7	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	7	(REUSE) (REPLACE)	10	119.25
8	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	8	(REUSE) (REPLACE)	10	119.25
9	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	9	(REUSE) (REPLACE)	10	119.25
10	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	120.000	(SS)	10	(REUSE) (REPLACE)	10	119.25
11	(REUSE) (REPLACE) (RESLEEVE)	1.500	1.692	60.000	(SS)	11	(REUSE) (REPLACE)	10	59.25
12	(REUSE) (REPLACE) (RESLEEVE)	X	X	X	(SS)	12	(REUSE) (REPLACE)	X	X

INSPECTED BY DAVE TORMOEHLEN

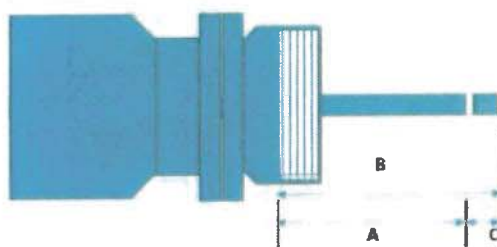
TITLE GENERAL MANAGER



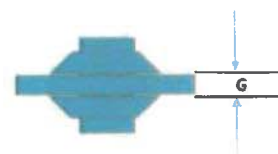
BOTTOM IMPELLER LOCATION X - Y
IMPELLER TRIM DIAMETER Z



SHAFT DIMENSION D
SHAFT DIMENSION E
MOTOR SHAFT LENGTH F



SHAFT STICK UP = A
LATERAL B - A = C



SPIDER THICKNESS G



DISCHARGE HEAD SANDBLAST AND PAINT

INSTALL 2-2" SS KILL PORTS WITH
BALL VALVES



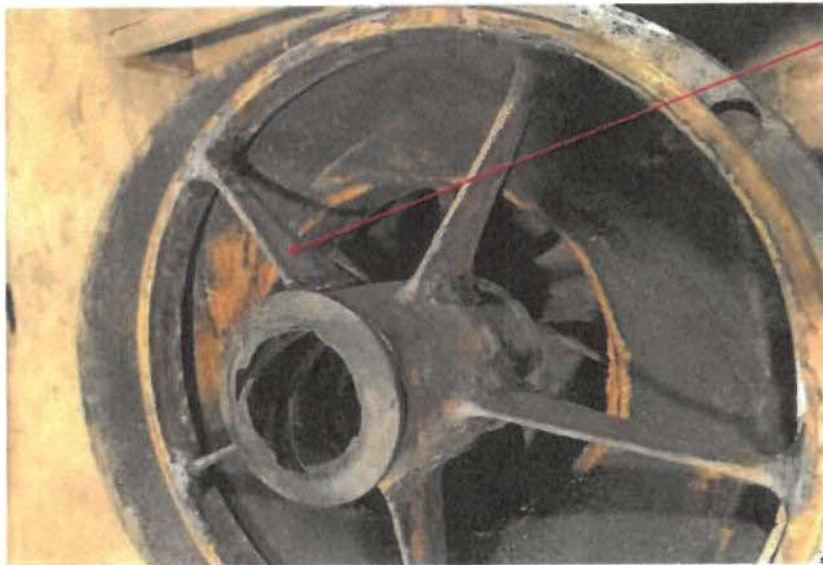
FLEXIBLE DISCHARGE SPOOL

REPLACE



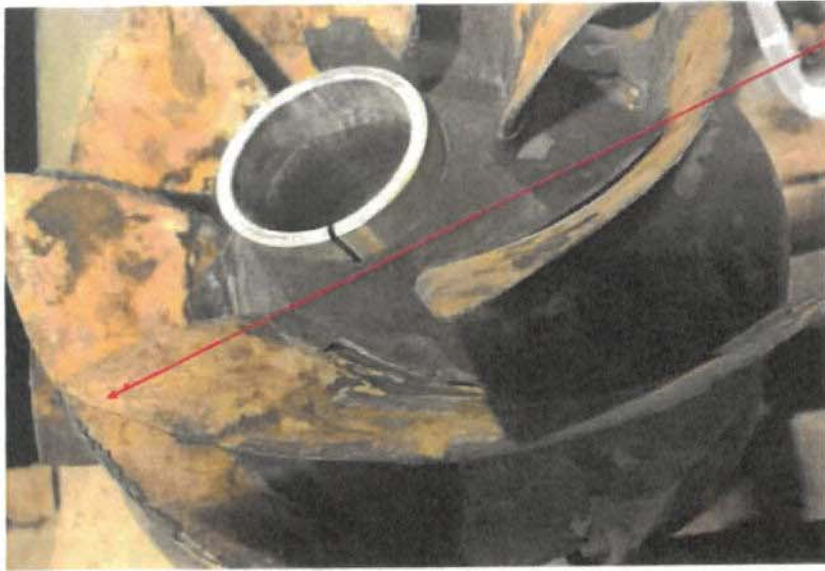
HEAD BRACKETS

SANDLAST AND PAINT

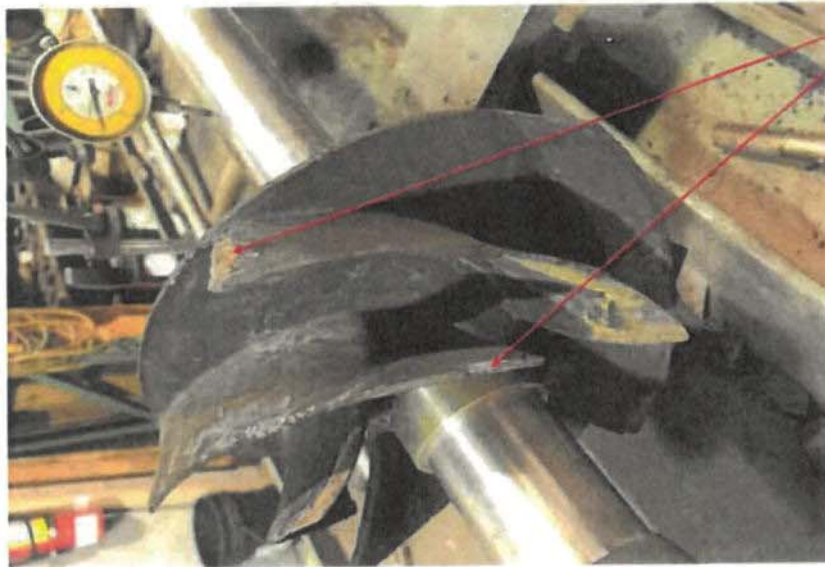


COLUMN SPINDER MATERIAL LOSS

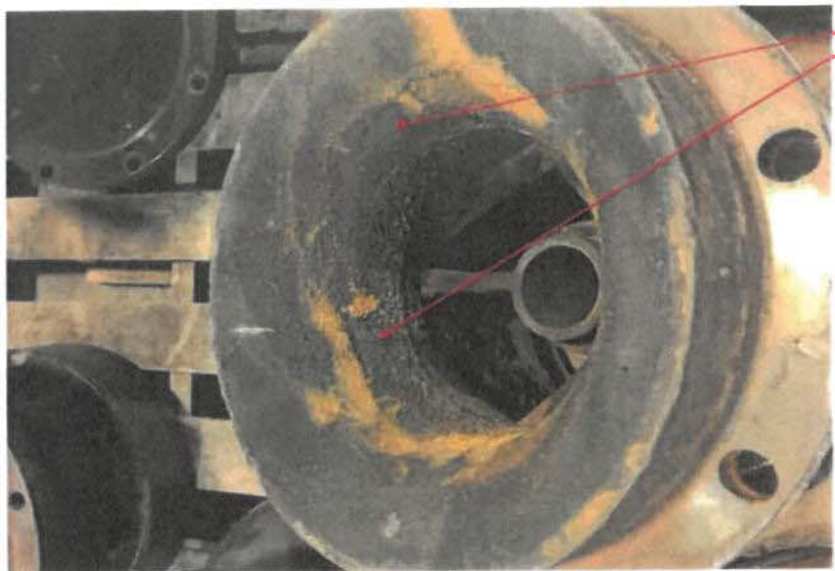
REPLACE



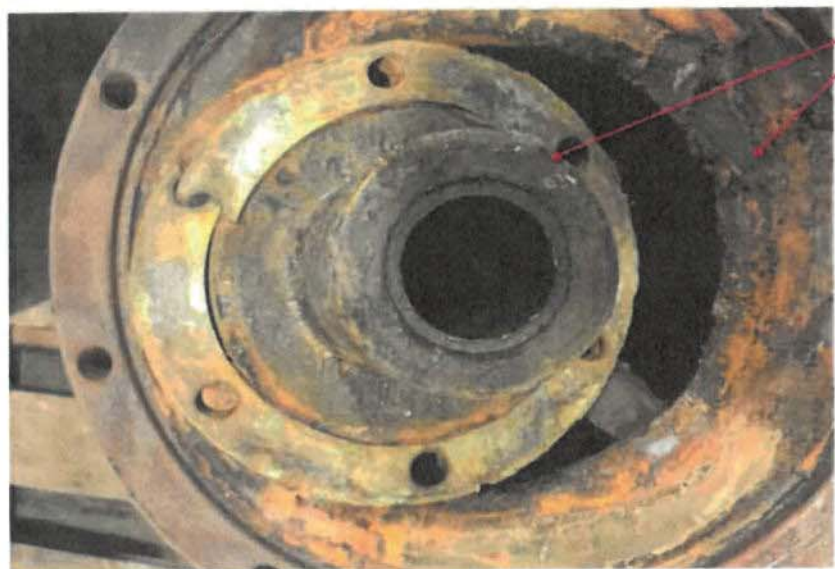
IMPELLER VANE MATERIAL LOSS
REPLACE



IMPELLER VANE MATERIAL LOSS
REPLACE



LOSS OF MATERIAL AND FLOW SURFACE
USEABLE BUT MAY HAVE LIMITED LIFE
SANDBLASTING WILL REVEAL MORE



STUFF BOX AND DISCHARGE CASE PITTING
SANDBLASTING AND REPAINTING
IS AN OPTION



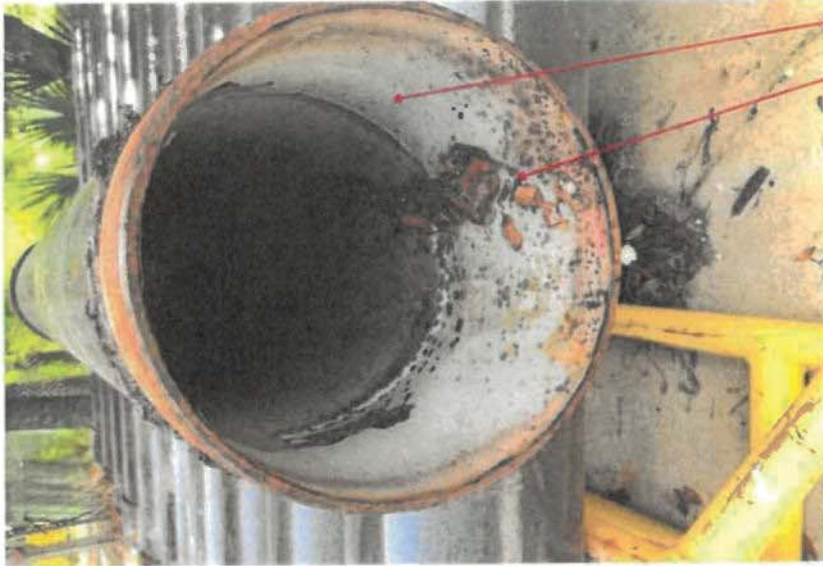
REPLACE BENT SHAFT

SHAFTS GOOD



PAINT FLAKING

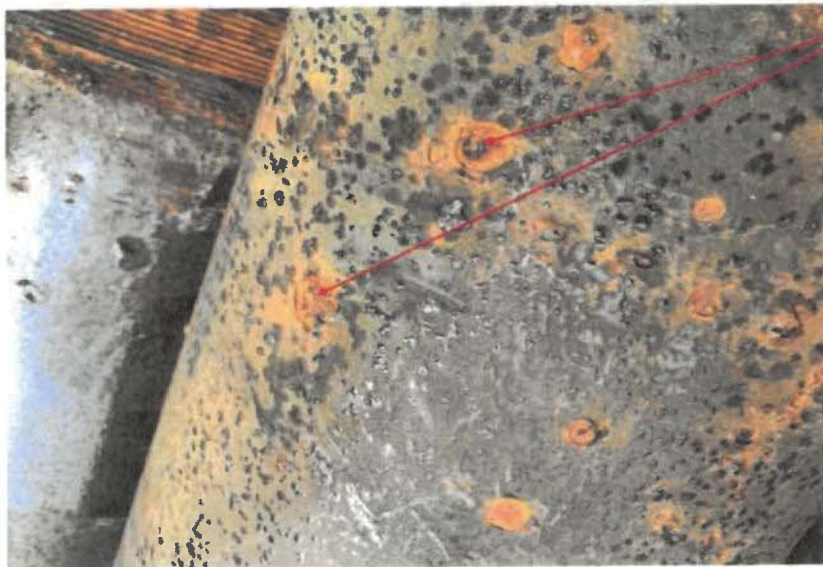
COLUMN PIPE



TOTAL PAINT LOSS

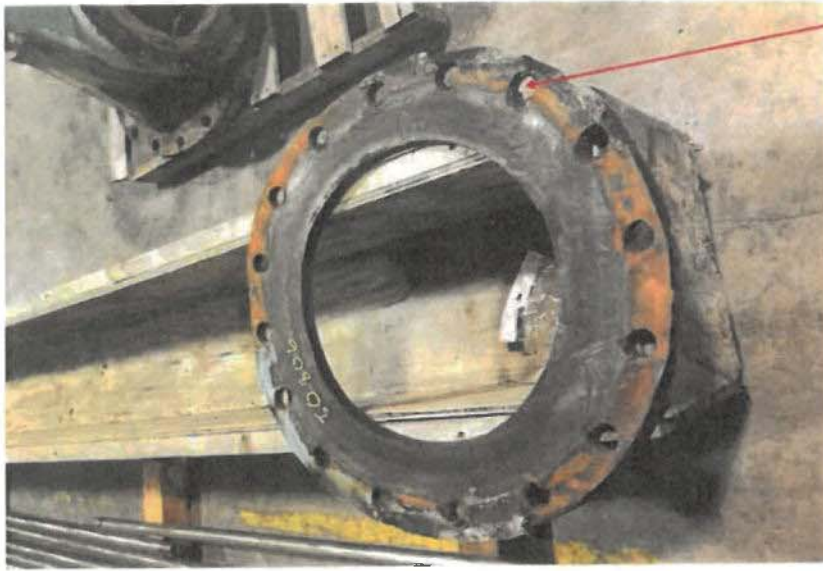
BUILD UP OF BIO MASS

COLUMN PIPE



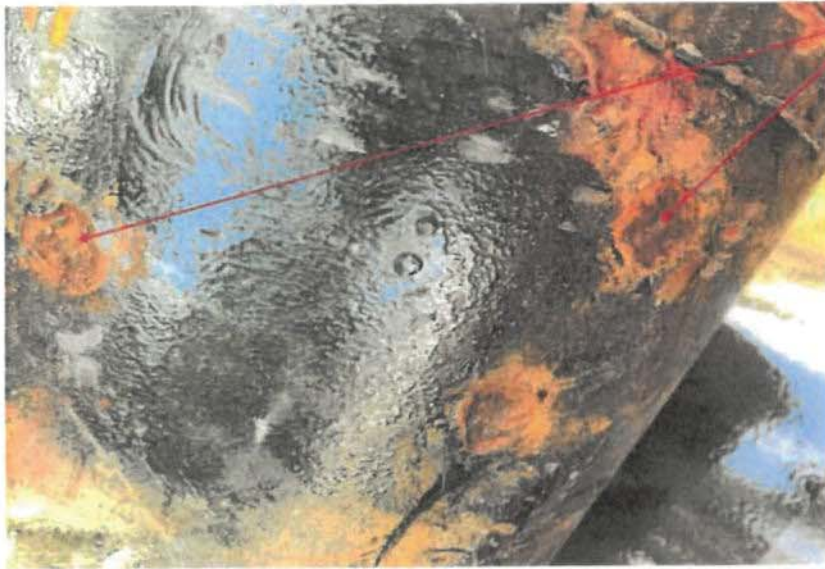
PITTING

COLUMN PIPE



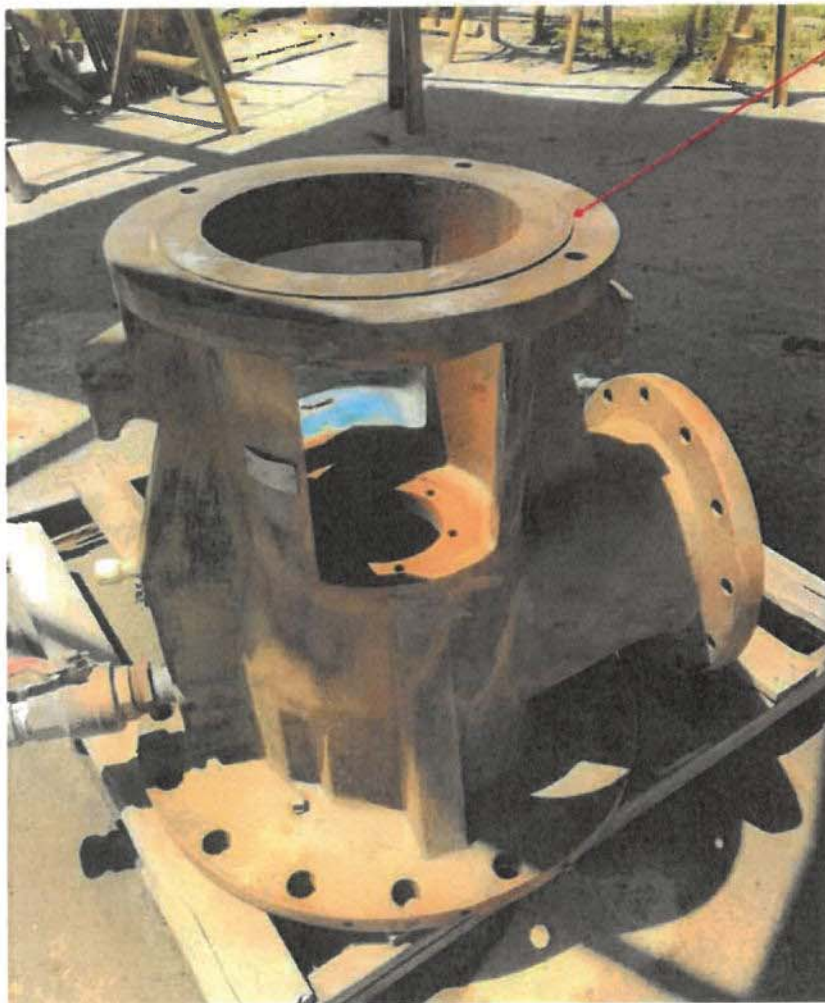
HEAD FLANGE GASKET

REPLACE



TOP COLUMN PIPE

REPLACE

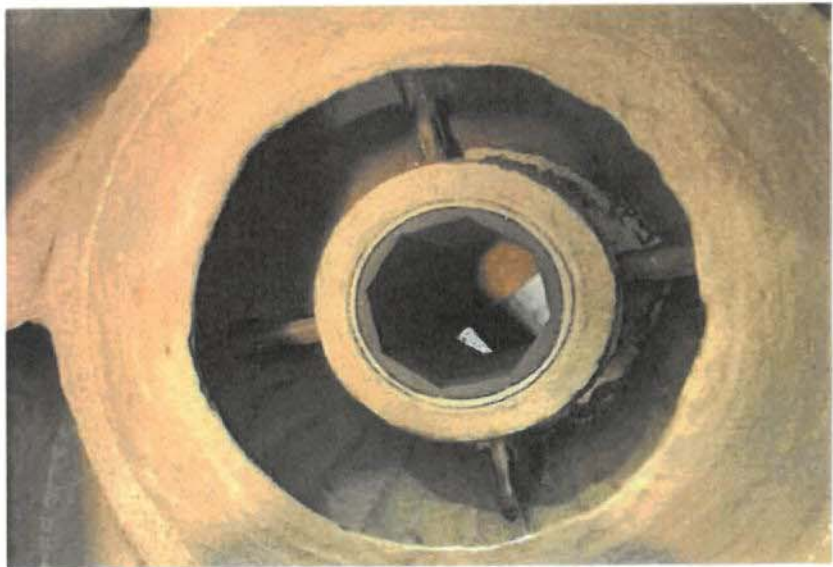


DISCHARGE HEAD

SANDBLAST AND REPAINT



STUFFING BOX
SHOWING SIGNS OF ERROSION



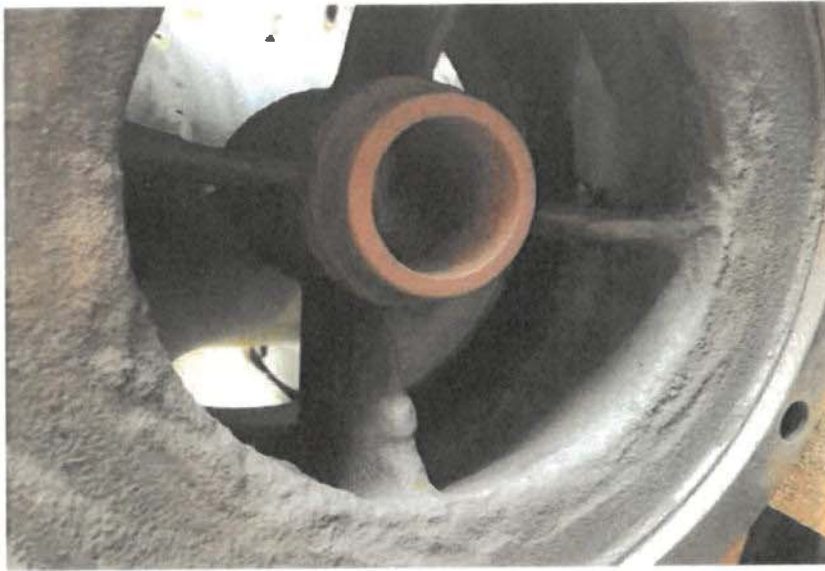
BOTTOM OF INTERMEDIATE PUMP STAGE



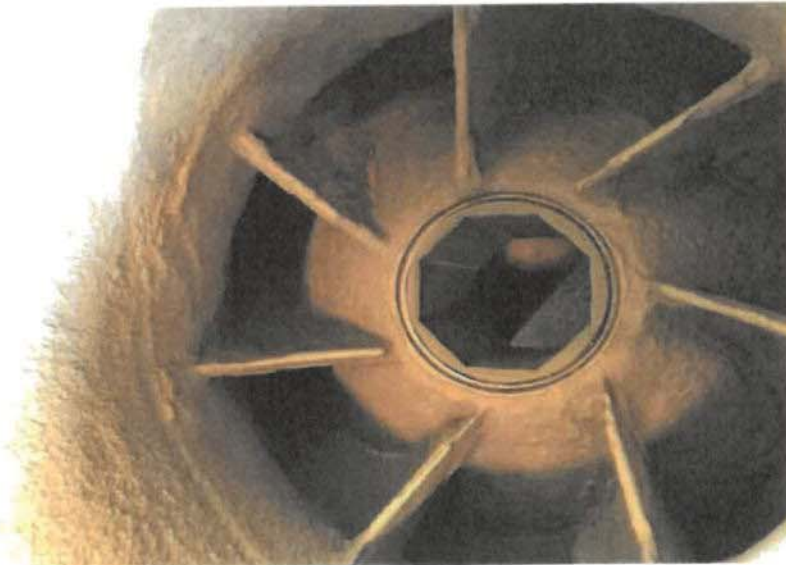
PUMP SUCTION CASE



BOWL IMPELLER SEAT FACE



BOWL DISCHARGE CASE



BOWL INTERMEDIATE INTERIOR



Layne Christensen Company

5061 Luckett Road

Ft. Myers, FL 33905

(239) 275-1029 - www.graniteconstruction.com

WELL AND PUMP SERVICES



Water Well and Booster Pump Repair

Layne is a representative for many equipment manufacturers which allows us to furnish and install a tailored solution for your water well and well pump system. We combine our expertise and extensive experience with the latest technology to provide a full-line of pump products and services. We can manage your repair from the initial diagnosis all the way back to service.

Service Offering:

- In-House Pump Design and Sales
- In-House Repair/Inspection Services
- Machine Shop Services
- Routine Preventative Maintenance
- Line Shaft Pumps
- Submersible Well Pumps
- Well and Booster Pump Repair
- Vertical & Horizontal Booster Pumps
- Wellhead Piping Modifications
- Discharge Valves and Fittings

Water Well and Pump Services:

Before prescribing any repair plan, we diagnose the system to develop an informed, practical, and customized solution. Our ability to craft tailored solutions reflects our extensive service offerings, our variety of rehabilitation methods, our in-house repair shops, and our expertise.

Range of Services:

- Well Rehab-Acid Treatment,
- Brush, High Pressure Jetting
- Well Redevelopment
- Cased/Open Hole
- Geophysical Logging
- Well Video, X-Y Caliper
- Deviation Surveys
- Fishing Activities
- Pump Installation and Removal



Providing Water Well and Pump Services Since 1882



Layne Christensen Company
5061 Luckett Road
Ft. Myers, FL 33905
(239) 275-1029 - www.graniteconstruction.com

WELL AND PUMP SERVICES



Providing Water Well and Pump Services Since 1882



F. Technical Qualifications of Project Team

RESUMES

We have included some of our key employees, Final personnel for this project will be chosen at time of Notice to Proceed

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com





Bill Stuckey

General Manager, Southeast Operations

Experience

			Areas of Specialized Competence
General Manager	Layne Christensen	(2017 – Present)	
Manager, CA Operations	National EWP, Montclair, CA	(2013 – 2015)	
Client Services	National EWP, Montclair, CA	(2012 – 2014)	
Client Services	WDC Exploration & Wells, Montclair, CA	(2004 – 2012)	
Project Manager	Shawver Well Company, Fredericksburg, IA	(2003 – 2004)	Safety Leadership
Asst. Zone Manager	Boart Longyear, Indianapolis, IN	(2002 – 2003)	
Driller	Boart Longyear, Indianapolis, IN	(2000 – 2002)	
Rig Hand and Lab Technician	G&I Exploration, Terre Haute, IN	(1997 – 2000)	Specialized Drilling Contractor

Education & Certifications

- B.S. Geology, Indiana State University, 2000 - Thesis published: <i>Revisiting the paleomagnetism of the 1.476 GA St. Francois Mountains igneous province, Missouri</i> (Tectonics, Vol. 21, No.2 10.1029/2000TC001265, 2002) - McBeth-Talisman Award, Indiana State University Department of Geology, Geography and Anthropology, 2000 - Baroid Mud School, 2008 - Solinst CMT Certification, 2007 - The Dale Carnegie Course, 2006 - Grundfos Groundwater and Pump Course, 2005 - OSHA Substance Abuse Supervisor Training, 2006 - OSHA CFR 1910.120 HAZWOPER, Initial and Annual Updates - MSHA, Initial and Annual Updates - Chevron/Exxon Mobil LPS, Initial and Annual Updates - Red Cross First Aid/CPR. Initial and Annual Updates - Certified National Groundwater Association Driller	Operations Management Project & Contract Administration Well Design & Repair Pump Design & Repair Well Testing & Rehabilitation
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Responsibilities

Safety, operational and financial leadership of 175 employees working from seven Layne offices servicing 10 states in the southeastern United States.

HENRY LAMAR ROWE, JR. (BUD)

SKILLS & ABILITIES

- Project Management Including time study estimating, project cost estimating, job bidding, staffing, staff management; problem solving.
- Equipment Maintenance - Assessing equipment to determine needed upgrades, part replacements, etc. to maintain safe working conditions as well as rehab and design work to increase efficiency
- Knowledge and utilization of various drilling methods including reverse/direct air and mud rotary.
- Experienced in multiple cementing techniques including the Haliburton "pressure method"
- Extensive experience in packer testing (single, and straddle)
- Extensive experience in conducting core sampling of deep wells

PROFESSIONAL EXPERIENCE

DISTRICT MANAGER, ROWE DRILLING COMPANY - FORT MEADE DISTRICT

2016-Present

- Manager of District office location in Central Florida region.
- Oversees multiple drilling crews in several locations at one time, to monitor productivity, efficiency, and cost management.
- Conducts time/cost analysis to estimate pricing for future work that is open for public bid.
- Attends On-site meetings with engineers and municipality members to discuss ongoing projects and maintain an open line of communication between all involved parties in the project.
- Maintains office location to ensure a safe and productive working environment for shop and office work.

FIELD SUPERINTENDENT/OPERATIONS MANAGER, ROWE DRILLING COMPANY - SAVANNAH DISTRICT

2010 - 2016

- Oversaw several field crews and served as liaison between field and office employees.
- Ensured that job sites were running efficiently
- Ordered supplies for work in a timely manner to keep job productivity ongoing.
- Traveled extensively to multiple jobsites across various states as needed to assist as needed on drill rigs - including ingress and egress planning and execution, onsite equipment maintenance, drilling production, etc.

VENTURE DRILLING - TUSCALOOSA, AL AND LAUREL, MS

1989-1991

- Worked as a motorman and derrick hand for a time on rigs in an oil field installing wells for the oil drilling industry

WATER WELL DRILLER/MOTORMAN, ROWE DRILLING COMPANY - TALLAHASSEE DISTRICT

1986 - 2010

- Started as a Field hand and worked up position of Driller. Operated drill rig with rig hands to ensure productivity on multiple well installation jobs.
- Promoted to Lead Driller and transferred to Savannah District Office.

**MAJOR
PROJECTS
COMPLETED**

- 1987-1989 - City of Montgomery Alabama - Wellfield Expansion Project
 - First \$1M+ job for Rowe Drilling Company, Inc.
- 1989-1991 - Venture Drilling - Tuscaloosa, AL and Laurel, MS
 - Multiple Deepening, perforations, abandonment projects
- 1991 -1994 - City of Jacksonville, FL
 - Multiple well installations of 20" for the city
- 1994 - City of Hilton Head, SC.
 - Exploratory well into Cretaceous Aquifer - 3,995 feet depth
- 1994-1998 - Multiple Gravel Pack Wells 500 foot to 2300 foot depths in Georgia and South Carolina
- 1998 - City of Hilton Head, South Carolina
 - Installation of a 26" Gravel Pack well to a depth of 2300 feet
- 1999-2004 - Lead Driller for all gravel pack wells installed in east Georgia and South Carolina for Rowe Drilling Company, Inc.
- 2004 - 2014 - NuCor Steel - Mount Pleasant, South Carolina
 - 22"x16 Gravel pack well to a depth of 1900 feet
- 2012 - City of Charleston, South Carolina
 - 24"x18" gravel pack well to a depth of 1800 feet
- 2009 - Mann Diesel Electrical Generation Plant - Abaco, Bahamas
 - Installation 18" injection Well to a depth of 900 feet
- 2009-2014 - USGS East Coast Georgia Lower Floridan Project
 - Installation of multiple 8" to 12" wells to depths of 1200 to 2500 feet
- 2010- 2014 - Jacksonville Electrical Authority - Jacksonville, FL
 - Installation of 6 20" wells to depth of 600 to 1300 feet
- 2013 - 2014 - Polk County Board of County Commissioners - Lakeland, FL
 - Installation of an Aquifer Storage Recovery Well to a depth of 2750 feet - deepest ASR well in the state of Florida
- 2014 - 2016 - Main Street Wellfield - Jacksonville, FL
 - Installation of multiple 20" wells throughout downtown Jacksonville

**EDUCATION/SANTA FE COMMUNITY COLLEGE - AA DEGREE 1985
CERTIFICATIONS**

BAROID LEVEL I AND II MUD SCHOOL - 2003

40 HOUR OSHA TRAINING

JEA SUBSTATION TRAINING

JEA SUPERVISOR TRAINING

SOUTH CAROLINA DRILLERS LICENSE - 1994 - CURRENT

NORTH CAROLINA DRILLERS LICENSE - 2003 - CURRENT



Miguel Martinez
Project Manager, Injection Well Operations

Experience

Project Manager	Layne Christensen Company	(2016 - Present)
Drilling Optimization Supervisor	National Oilwell Varco	(2013 – 2016)
Chief Geophysical Logging Engineer	Youngquist Brothers Inc	(2011 to 2013)
Sr. LWD/ Directional Driller Engineer	Weatherford Directional Services	(2007 to 2011)
Sr. Logging While Drilling Engineer	Schlumberger Limited	(2004 to 2007)

**Areas of
Specialized
Competence**

Construction
Management

Education

- Associate of Applied Science, ITT Technical Institute Miami, FL

Bid Preparation

Licenses/Certifications

- Safeland/ Safe Gulf Certified
- HUET Certified
- OPECO Assessor Certification

Subcontractor
Oversight

Job Costing

Procurement

Representative Water Resource Projects

Geophysical
Logging

10 years of Oilwell drilling experience, including well bore directional control, logging while drilling and drilling optimization specializing in nuclear logging tool, high telemetry tools, BHA analysis, vibration mitigation, and project management.

Drilling
Optimization

2+ years of experience in Injection Well Geophysical logging, including MITS, open and cased hole logging, Perforating and pipe recovery in Oil and Injection wells.

Personnel
Management

- Over 30 MITS in the state of Florida (RTS test)
- 8 different Injections Well construction projects as a Geophysical Logging Engineer
- Multiple Water production well construction projects as a Geophysical Logging Engineer

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions



Craig Brugger

Project Manager, Injection Well Operations

Experience

Project Manager

Layne Christensen Company
 Youngquist Brothers, Inc.
 Youngquist Brothers, Inc.
 J & M Pump Service, Inc.

(2009 – Present)
 (1999-2000)
 (2002-2009)
 (1992 – 1999)

**Areas of
 Specialized
 Competence**

Hialeah, FL

Construction
 Management

Education

- Hialeah High School

Wellhead
 Design

Representative Projects

Over twenty years of progressive construction project management experience including eleven years overseeing the construction of injection well systems Specializes in site preparations and system completions. Manages installation of temporary utilities and containment pads, cuttings disposal plans and emplacement of equipment on site to facilitate well construction Supervises construction of permanent wellheads, piping, annular pressure systems, electrical work, structural concrete, roadways and drainage. Oversees instrumentation and controls subcontractors. Representative Florida DEP Class I UIC injection well projects completed include

- TEC Polk Power Station (1 IW + 1 DZMW),
- Charlotte County – Burnt Store (1 IW),
- Fort Pierce Utility Authority (2 IWs + 1 DZMW),
- City of Key West (2 IWs),
- Palm Bay (1 IW + 1 DZMW),
- Tropical Farms (2 IWs + 1 DZMW)
- Lee County – Pinewoods (1 IW + 1 DZMW).

Bid Preparation

Subcontractor
 Oversight

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions.



WATER MINERAL ENERGY

Blake McCullers

Project Manager, Water Resources

Experience

Project Manager	Layne Christensen	(2019 - Present)
Operations Manager / Driller	McCullers Construction Services	(2018 - 2019)
Sr. Project Manager / Estimator	Layne Christensen	(2010 - 2018)
Numerous Positions Held	Youngquist Brothers, Inc.	(2000 - 2010)

Areas of Specialized Competence

Construction
Management

Licenses/Certifications

- Bilfinger Water Technologies Groundwater & Well Design
- Commercial Driver License (CDL) Class A with Tanker endorsement
- MSHA Miner Training 2003
- OSHA 40HR HAZWOPER 2005
- NORCAT - Canadian miner training 2012
- Canadian Work Permit 2012

Bid Preparation

Subcontractor
Oversight

Job Costing

Procurement

Geophysical
Logging

Drilling
Optimization

Personnel
Management

Representative Water Resource Projects

Mr. McCullers has more than 18 years of professional & practical experience in the drilling industry. He has managed both domestic & international projects that include: Slick lines, Utility / supply line boreholes, tight tolerance directional drilling, Rotary Steerable directional drilling, deep soil borings, extraction well installations, monitor well installations, site characterizations, Water well installations, DOD site investigations, Level "B" PPE drilling projects, landfill monitoring projects, Single and double cased well installations, and EPA projects.

- Managed Over 200 drilling projects across the North American continent
- Multiple water production well construction projects as both a project manager and a driller

Responsibilities

Construction Management, Bid Preparation, Job Costing, Permitting, Purchasing, Subcontractor Oversight, Scheduling, Site Layout, Wellhead Design, Shop Drawings, Submittals, Pay Requests, Final Walkthroughs and Punch-list Completions



David Bauer

Non-Drilling Operations Supervisor, Injection Well Operations

Experience

Non-Drilling Operations Manager	Layne Christensen Company	(2015 – Present)	Areas of Specialized Competence Well and pump rehabilitation
R&I Pump Superintendent	Layne Christensen Company	(2012-2015)	
Well and Pump Superintendent	Well Masters Inc.	(2010-2012)	
Senior Pump Tech	Diversified Drilling	(2007-2010)	
Well and Pump Tech	Greiner Well Service and Drilling	(1975-2007)	

Education

- William Henry Harrison High School
- Many years of Water Well Association Work Shops

Licenses Held

- NCCCO Certified Crane Operator
- Class A CDL with tanker endorsement

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Over 35 years in the well and pump business, starting as a laborer and working up to field superintendent, and finally operations manager for non-drilling projects. Duties included all aspects of well and pump installation, service, maintenance, and rehabilitation.

- *Mechanical integrity testing on wells.*

Responsibilities

Oversee daily operations of R&I crews, see all material is available for job and crews understand scope of work and responsibilities to safely and efficiently complete work. Communicate with customers about their needs, and how we can help them.



WATER • MINERAL • ENERGY

CARL WITTENBORN

**Shop Supervisor & R&I Pump Supervisor,
Injection Well Operations**

Experience

Non Drilling Operations	Layne Christensen Company	{2015-present}
Truck Driver	Layne Christensen Company	{2014-2014}
Handy Man	Self-Employed	{2013-2014}
Crain Operator	Youngquist Brothers, Inc.	{2007-2013}

**Areas of
Specialized
Competence**

Well & Pump
rehabilitation

Well Pump
Maintenance

EDUCATION

- Cahokia High School
- GED

Licenses Held

- NCCCO Certified Crane Operator
- Class A CDL with Tanker Endorsement

Trouble Shooting
Well Problems

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Mechanical
Integrity Testing
on Wells

Responsibilities

- Well Maintenance
- Chemical Well Rehabilitation
- Vertical Turbine Installation
- Submersible Pump Installation
- Mechanical Integrity Testing of Injection Well
- Trouble Shooting Well or Pump Problems

Oversee all procedures and operations of R & I crew. Ensure supplied with all tools and needed parts so rig runs smoothly and safely, with no down time. Work with company shop supervisor and trucking to coordinate rig moves. Coordinate all special rig operations IE, repairs, well control situations and rigging. • Supply all personal with proper safety equipment required by policy, ensure all employees follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I operations to be performed daily. Lead and run any and all 3rd party working on or with the company equipment and or rigging operations.



WATER MINERAL ENERGY

JUAN NIETO

Foreman, R&I Pump, Injection Well Operations

Experience

Foreman- - R &I Pump	Layne Christensen Comp.	(2015-present)
R & Pump Tech	Layne Christensen Com.	(2012-2015)
Derrick Hand	Layne Christensen Co.	(2010-2012)
Derrick Hand	Youngquist Brothers	(2006-2012)
Driller Versa Drill Rig	Youngquist Brothers	(2005-2006)
Farm Tech	University of Florida	(1996-2006)
Mechanic	U.S. ARMY	(1992-1995)

Education

- Immokalee High School
- U.S. ARMY

Licenses Held

- Class A CDL
- NCCCO Certified Crane Operator

Current Safety Certifications

- OSHA 10
- First Aid
- CPR
- Backhoe Safety
- Safe Driver Training
- Respirator and Fit Test
- Rigging Safety
- Forklift Safety

Representative Projects

Have over 10 years in deep injection wells procedures. Started as a floor hand moved up to a derrick hand then moved over to repair and installation pumps. Started as a field tech on the R&I pump crew and now currently am a foreman on the crew.

Responsibilities

Oversee all procedures and operations with R&I crew. Ensure all supplies with all tools and required parts are ready so the job runs smoothly with no down time. Supply all personal with proper safety equipment required by policy. Ensure all follow safe working operations per company and OSHA policy. Lead a 3 man crew through all R&I, time sheets, JSA, daily safety meetings and operations to be performed daily.

Areas of Specialized Competence

Well and pump
rehabilitation

Well pump
maintenance

Trouble
shooting well
problems

Mechanical
Integrity Testing
on Wells

Submersible
pump
installation



Joshua Brown
Drilling Superintendent / Cementer, Injection Well Operations

Experience

Drilling Superintendent	Layne Christensen Company	(2016-Present)	Areas of Specialized Competence
Cementer/Relief Superintendent	Layne Christensen Company	(2010-2016)	
Cementer	All Webbs Enterprises	(2009-2010)	
Cementer/MIT Supervisor	Youngquist Brothers, Inc.	(2005-2007)	
Cementer	Youngquist Brothers, Inc.	(2002-2009)	
Site Prep/Floor Hand/Derrick Hand	Youngquist Brothers, Inc.	(2000-2002)	

Education

- Cape Coral High School Cape Coral, FL

Drilling
Management
and Operations

Certifications

- 2011-30-Hour Occupational Safety and Health Training course in Construction Safety and Health
- 2011 - 24 Hour Hazardous Waste Operations and Emergency Response Standard (HAZWOPER)
- 2016 – 8 Hour Hazardous Waste Operations and Emergency Response Supervisor and Refresher
- Layne-Christensen Certification to run loaders, forklifts and track hoe
- First Responder and CPR
- Class B CDL

Safety
Operations

Responsibilities

- Supervise daily drilling operations
- Supervise acid operations
- Operate and maintain the cementing unit, silos, and bulk haulers
- Calculate the amount cement, water, and bentonite used during a cement stage
- Calculate differential pressure and annular volume of casing
- Supervise and preform jobs such as plug and abandon, pilot hole plug back, pressure grout, and trimie grout
- Operate frontend loaders and excavators
- Ensure that safety policies and procedures are used and enforced
- Effectively communicate with engineers and client to ensure project needs are satisfied



John Cathey

Geophysical Logging Services, Injection Well Operations

Experience

Geophysical Logging Manager	Layne Christensen Company	(2011 – Present)
Geophysical Logging Manager	Youngquist Brothers, Inc.	(2007-2011)
Geophysical Logging Supervisor	Youngquist Brothers, Inc.	(2002-2011)
Cased Hole Operator/Engineer	American Cased Hole Specialists	(1995 – 2002)

Areas of Specialized Competence

Geophysical
Well Logging

Cased Hole
Engineering

Operations

Scheduling

Education

▪ Broward County Fire Academy	Davie, FL
▪ Florida Atlantic University	Boca Raton, FL,
▪ Southwestern Oklahoma University	Weatherford, OK

Training

- First Aid/CPR
- 24 Hour Radiation Safety Course For Well Loggers
- Explosives /User Training
- Pressure Control Training

Representative Projects

Background in cased hole logging and perforating in Oklahoma.

Florida Deep Well experience began in 2002. Involved in nearly every injection well completion in South Florida 2006 - 2010. Worked with engineers and FDEP to improve MIT procedures and protocol for geophysical logging.

Responsibilities

Current responsibilities include *oversight and scheduling of Geophysical Logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida. Developed a working relationship with FDEP on multiple Mechanical Integrity Tests performed in South Florida between 2003 and 2010. Coordinated Radioactive Tracer Surveys with engineers, city and state officials as well as other completion activities such as Injection Tests.*



WATER MINERAL ENERGY

Luis F. Morey
Geophysical Logging Services & R & I Pumps,
Injection Well Operations

Experience

Geophysical Logging Engineer	Layne Christensen Company	(2015 – Present)
Casedhole Wireline Operator	Nine Energy Services Inc.	(2014-2015)
Geophysical Logging Operator/Engineer	Youngquist Brothers, Inc.	(2007-2013)
Scalehouse Operator	Youngquist Brothers Rock	(2006 – 2007)

**Areas of
Specialized
Competence**

Geophysical
Well Logging

Education

- | | |
|--|----------------------------|
| ▪ Associates degree in Microsoft Network | Southwest Florida College, |
| ▪ Engineering and Data Base Administration | Fort Myers, FL(2003-2006) |

Operations

Equipment
Operations

Training

- 24 Hour Radiation Safety Course For Well Loggers
- OSHA 10 Hour Construction

Jobsite
Management

Representative Projects

Assisted or managed MIT Logging operations for Class 1 injection well MIT Projects

Florida Deep Well experience began in 2007. Trained on the job to become familiar with all phases of well logging.

Responsibilities

Current responsibilities include *Wireline Operations and Well Logging. Project management onsite during well logging operations.*

Previous responsibilities included all areas of *geophysical well logging on multiple UIC injection well projects in South Florida.*



Doug Johnston

Regional Safety Specialist II

Experience

Regional Safety Specialist II	Layne Christensen Company	(2016 - Present)
Safety Specialist II	Alliant Energy- LGS	(2013 - 2016)
Owner/President	Frontline Safety Solutions, LLC	(2010 - 2013)
Outreach OSHA Instructor	Kirkwood Community College (OTI)	(2010 - 2013)
Site Safety Director	ADM-Bowker Mechanical	(2008 - 2013)

Areas of Specialized Competence

Construction
Safety

Education

- Local 125 Plumbers & Pipefitters Apprenticeship Cedar Rapids, Iowa

Safety and
Health
Management

Licenses/Certifications

- Construction Health & Safety Technician (CHST)
- Certified Environmental, Safety & Health Trainer (CET)
- OSHA Authorized Instructor Construction & General Industry (502 & 503)
- Safe Start Certified Instructor

OSHA Trainer

Fall Protection
Competent
Person

Representative Safety Projects

28 years of Safety and Construction/General Industry experience. Experienced Safety Professional in the Supervision, training, qualification, and professional development of management and craft personnel. 10+ years in development and implementation of proactive Safety cultures in a wide array of projects from Nuclear Plants, Hospitals as well as Generating Facilities.

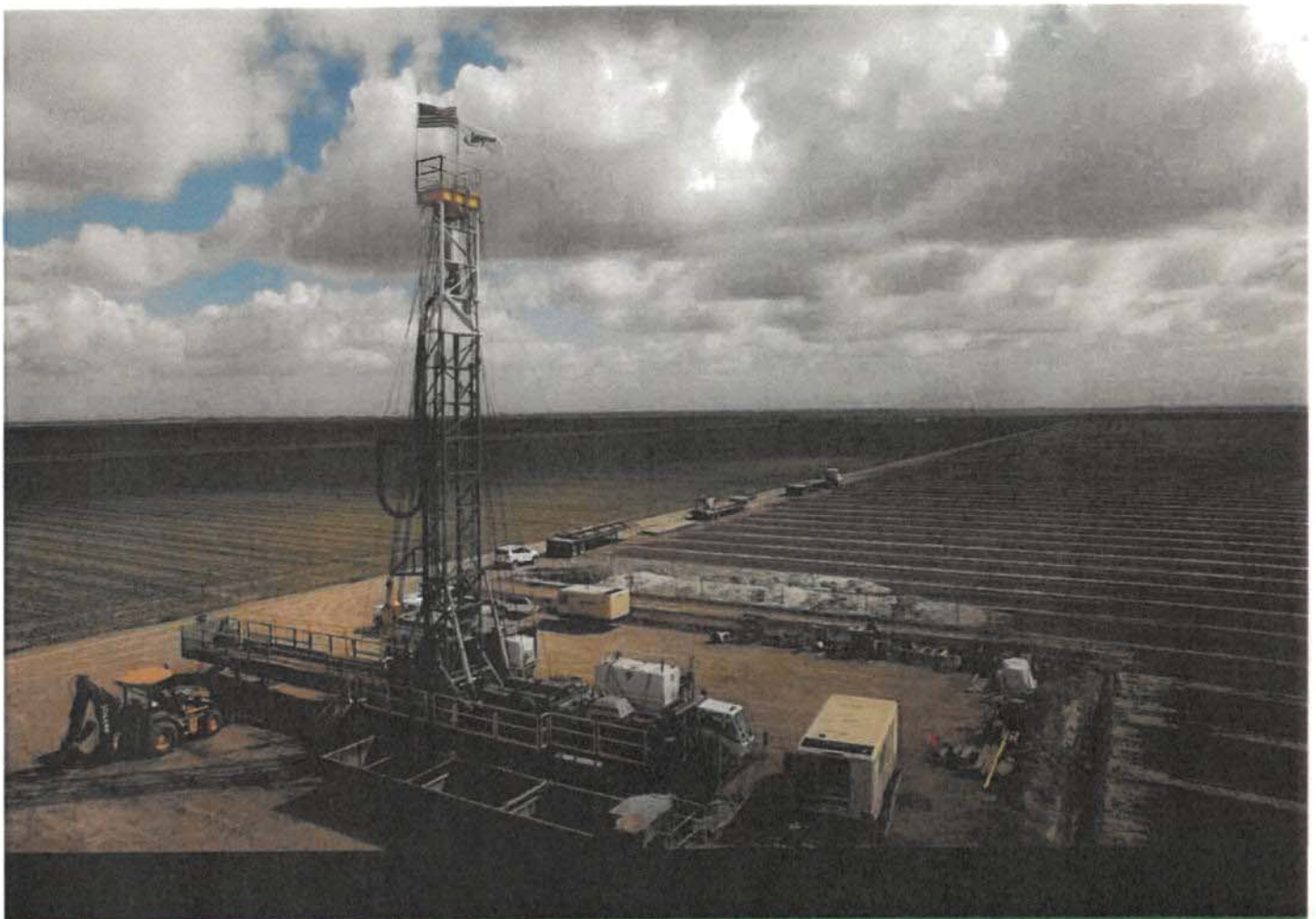
Machine
Guarding
Procedures

Safe Start
Instructor

- Qualified Rigger 1 & Qualified Signal Person Instructor
- Fall Protection Competent Inspector-Capital Safety
- Developed curriculum for OSHA Training for Train the Trainer Courses, Employee Training as well as Credit Students
- Sought out by Corporate Safety to develop Policies and Procedures
- Expert Witness in Workman's Comp Legal proceedings- Cedar Rapids, Iowa

Responsibilities

Drive Safety Culture by developing and implementing a proactive Culture where employees are highly engaged. Collaborate with Corporate Safety to develop and implement Safety Training and Compliance Material. Provide Safety expertise for both Employees, as well as Management.



G. REFERENCES

*Please see attached partial references, and references letterers and page 22 of bid documents.

Additional references can be provided upon request.

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com



February 11, 2019

Re: Reference of Well Services Experience – Layne

To Whom It May Concern:

This letter is intended to serve as verification that Layne has provided well services for at least seven years for projects RMA GeoLogic Consultants have served as a consultant for local Utilities and Municipalities in Florida. During that time and projects Layne has demonstrated knowledge of all aspects of situations commonly encountered during rehabilitation services of water supply wells and injection wells. Layne has always been conscientious in the execution of the work, maintained equipment in good operating condition, and has been observant of regulatory and personnel safety conditions. The result has, without exception, been excellently serviced wells. Therefore, I have no hesitation in recommending Layne's well services. Two recently completed projects are referenced below

Client: Gasparilla Island Water Association

Project: Redevelopment Services for Deep Well DW8

Scope: Removed permanent submersible pump from the well, installed an air line tubing in the well, air developed the well, removed air line, installed temporary submersible pump, pump developed well to the satisfaction of the consultant, removed temporary pump, reinstalled permanent pump, and chlorinated the well.

Start Date: 10/15/18

Completion Date: 10/24/18

Client: Lee County Utilities

Project: Acidization of Three Upper Floridan Aquifer Wells

Scope: Removed vertical turbine pumps, conducted geophysical logs, connected hoses to the wellhead, pumped 30,000 gallons of 2% hydrochloric acid solution, pump developed well to the satisfaction of the consultant, and chlorinated the well.

Start Date: 11/1/18

Completion Date: 12/7/18

Sincerely,



Omar Rodriguez, P.G., P.E.

FL Licensed Professional Geologist #2273

FL Licensed Professional Engineer #80330

President



ASRus, LLC
13329 N. Armenia Avenue
Tampa, FL 33613
Tel 813.264.9100

February 12, 2019

To Whom It May Concern:

Please find this letter of recommendation on behalf of Layne, a brand of the Granite Construction Company Inc. Layne was contracted to ASRus, LLC to provide geophysical logging services for the City of St. Petersburg's Northeast Water Reclamation Facility (NEWRF) and Southwest Water Reclamation Facility (SWWRF) injection wells mechanical integrity tests (MITs) completed in June-July 2018. ASRus, LLC is a small hydrogeologic consulting firm and therefore it is often difficult to subcontract to companies the size of Layne, however we experienced no difficulty in negotiating an agreement, largely based on our years of experience working with Layne. Layne has always demonstrated a high level of expertise and competency within the Florida drilling industry. They successfully completed the MITs for the City of St. Petersburg on time and within budget and provided the same professionalism and reliability we have come to expect from Layne. We look forward to opportunities to work with them on future projects.

Please feel free to contact me if you have any additional question regarding this letter of recommendation.

Sincerely,

ASRus, LLC

Pete Larkin, P.G.



McNabb
Hydrogeologic
Consulting, Inc.

4600 Military Trail, Suite 116
Jupiter, Florida 33458
Phone: 561-891-0763

February 11, 2019

RE: Layne Christensen, Inc. Letter of Recommendation

To Whom It May Concern:

I have worked with Layne Christensen, Inc. (serving as the client's representative) on numerous Class I deep injection well logging, plugging and abandonment and well rehabilitation projects. They have proven to be highly experienced well service contractors with excellent problem-solving skills. Their highly-experienced personnel (I have worked with some of the same personnel for 9 years) have repeatedly proven to be innovative and dedicated to client satisfaction.

Layne Christensen, Inc. has consistently shown a desire to work as a team with the owner and owner's representative. Their attention to the fine details on geophysical logging and other well services results in a satisfied client.

In short, Layne Christensen, Inc. is a very high quality well service contractor that I would not hesitate to recommend to anyone seeking a qualified and experienced deep injection well service contractor.

Should you have any questions regarding the above, please contact me at (561) 891-0763.

Sincerely,

McNabb Hydrogeologic Consulting, Inc.

A handwritten signature in blue ink, appearing to read "David McNabb", is written over a light blue circular stamp.

David McNabb, P.G.
President



John E. Manning
District One

Cecil L.
Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Tyler S. Weinand, P.G.
Public Works Project Manager
Lee County Utilities
1500 Monroe Street, Third Floor
Fort Myers, Florida 33901
tweinand@leegov.com
(239)220-1073

February 12, 2019

Dear Sir or Madam:

I am pleased to provide a letter of reference for the Fort Myers, Florida based Repair and Installation (R&I) staff of Layne, a Granite Company. Layne provided and continues to provide R&I services for Lee County Utilities (LCU) production wells and Underground Injection Control (UIC) wells. I have contracted with Layne to provide R&I service since early in my tenure with LCU, with their first project I managed in Spring 2016. Additionally, I am aware of the R&I staff providing services prior to my employment with LCU.

A few of the services I have contracted with Layne to complete are, but not limited to the following:

- Submersible electric motor replacement within a flowing artesian production well;
- UIC Class I well Mechanical Integrity Testing;
- Production well chemical treatment with low concentration hydrochloric acid to improve production well specific capacity;
- Geophysical logging; and
- Other miscellaneous services.

The Layne R&I staff provide a level of service which is easy to manage. The General Manager, David Tormoehlen, is highly responsive to the needs and requests of LCU. Furthermore, I trust Field Superintendents David Bauer and Carl Whittenborn to complete projects efficiently and properly with minimal oversight from LCU staff.

Thank you for the opportunity to provide a reference for the Fort Myers, Florida based R&I staff of Layne. Should you need any additional information, have any questions, or comments please do not hesitate to contact me.

Very Respectfully,

T. Weinand 2/12/19

Tyler S. Weinand, P.G.

February 12, 2019

To Whom It May Concern:

Subject: Layne Letter of Reference

SCS Engineers conducted the contract management and technical supervision of a Class 1 injection well, dual zone monitoring well and pad monitoring wells at the Countyline Corporate Park site in Hialeah, Florida. This project occurred from September of 2017 to March of 2018. Layne was the contractor and conducted all the drilling, logging and testing for this project. Post drilling, they also did the abandonment of the pad monitoring wells.

Layne did an excellent job, executing the scope of work in a professional manner and all the required agency submittals were supplied as required. Their project team communicated well and worked collaboratively with our field staff to complete this project.

Please call or email me at mmarkley@scsengineers.com if you have any questions.

Kindest Regards,

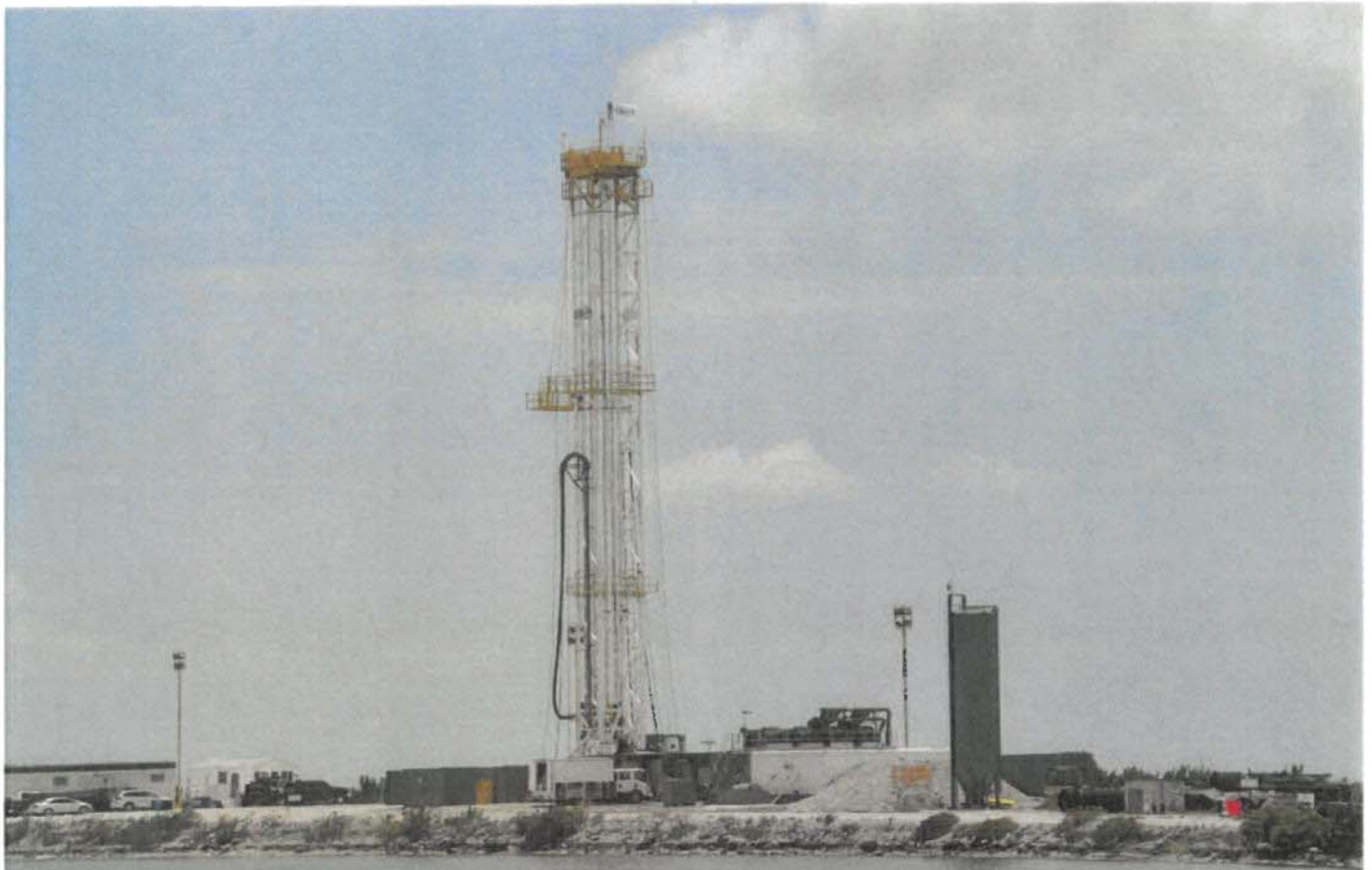


Monte R. Markley, P.G.

Vice President/Project Director

SCS Engineers





LICENSES

LAYNE CHRISTENSEN COMPANY 5061
LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
.layne.com



A GRANITE COMPANY

STATE OF FLORIDA
SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
CERTIFIES THAT
Michael Magnin

HAS BEEN DULY LICENSED AS A WATER WELL
CONTRACTOR IN THE STATE OF FLORIDA

LICENSE NUMBER: 9457

EXPIRATION DATE:

July 31, 2021



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto www.myfloridalicense.com. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



**STATE OF FLORIDA DEPARTMENT
OF BUSINESS AND PROFESSIONAL
REGULATION**

CGC1523303
CERTIFIED GENERAL CONTRACTOR
SHEMWELL, KEVIN DUANE
LAYNE CHRISTENSEN COMPANY

ISSUED: 08/06/2020

Signature
LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD**

LICENSE NUMBER: CGC1523303

EXPIRATION DATE: AUGUST 31, 2022

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

SHEMWELL, KEVIN DUANE
LAYNE CHRISTENSEN COMPANY
9303 NEW TRAILS DR
SUITE 200
THE WOODLANDS TX 77381



ISSUED: 08/06/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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



H. Responsiveness

See Attachment Section D. Transmittal Letter

I. Location

See Attachment Section D. Transmittal Letter

J. PRICING

See Attachment Section D. Transmittal Letter

PROPOSAL BY:
LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com





K. COMPLETENESS

1. Authorization to Sign
2. Appendix A1
3. Addendum # 1

LAYNE CHRISTENSEN COMPANY
5061 LUCKETT ROAD
FORT MYERS, FL 33905
PH: 239.275.1029
FX: 239.275.1025
www.layne.com



APPENDIX A1

**ARBITRATION/ LITIGATION BROUGHT AGAINST LAYNE CHRISTENSEN COMPANY
RELATING TO A CONSTRUCTION PROJECT
(June 2020)**

Work/payment issues over \$50,000 only.

START DATE	PROJECT	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	RESOLUTION
3/15/13	Port Mann Water Supply Tunnel	Layne Christensen Canada, Ltd. V. Great Vancouver Water District, et al.	Non-payment for extra work and delays	Supreme Court of British Columbia S-138748	7/15 – Settled
9/5/13	Upper Hocking Pollution Control Facilities	Koehring & Sons, Inc. v. LHC, et al.	Unjust enrichment	Circuit Court of Marion County, IN 49D11-1309-PL-033948	12/16 – Settled
1/22/14	Oceana Key Biscayne Foundation	Consultatio Key Biscayne, LLC, et al. v. LCC	Breach of subcontract; negligence, breach of warranties; fraud and misrepresentation	U.S. District Court for the Southern District of Florida 1:14 CV 20559-MGC	8/15- Settled
5/23/14	Water Treatment System for Uranium and Arsenic Removal	City of Benkelman, NE v. Baseline Engineering Corp., et al. (LCC)	The City claimed that a water treatment system recommended by its own consultant and installed by Layne is inadequate	U.S. District Court for the District of Nebraska 7:14 – CV – 5009-FG3	12/18 – Settled
8/13/14	Reverse Osmosis Water Treatment Facility/RO Skids	Layne Christensen Company v. Hialeah Water, LLP, et al.	Hialeah Water brought a counter-claim for breach of contract	Circuit Court of the 11 th Judicial District for Miami Dade County, FL 14-021170	10/17 – Settled
11/11/14	Arsenic treatment Facilities at Desert Booster Pump Station at Superior	Arizona Water Company v. LCC	Breach of contract, breach of warranty	U.S. District Court of Arizona 214 CV 2489JJTD	7/16 – Settled
11/18/14	Wellhead Treatment for Nitrate and VOC Removal at Plant No. 6, Hicksville, NY	LCC v. Mace Contracting Corp.	Mace filed a counter-claim for breach of contract, alleging Layne supplied non-conforming pipe	Supreme Court of NY, County of Nassau 603373/2014	3/16 – Settled
4/10/15	Water Main beneath Catawba River	Patterson Pump Company v. LHC, et al.	Non-payment	York County Court of Common Pleas, GA 15CP4600698	9/15 – Settled
9/1/15	Hard Labor Creek Reservoir Property Improvements	LCC v. Controlled Blasting, Inc., et al.	Counter-claim for non-payment	U.S. District Court for the Northern District of Georgia 1:16 CV 00427 MHC	11/16 – Settled
9/3/15	Sewage Treatment Plant Upgrade	City of Lock Haven v. HRI, Inc., et al. (LHC)	Breach of contract and delay damages	Court of Common Pleas of Clinton County, PA 763-2015	8/17 – Settled
10/22/15	Sunset Water Treatment Plant Instrumentation and Control Components	Control Instruments, Inc. v. LHC	Breach of contract; non-payment	Fulton County Superior Court, GA 2015 CV 266551	5/16 – Settled

START DATE	PROJECT	CASE NAME	DESCRIPTION	TRIBUNAL/CASE NO.	RESOLUTION
1/8/16	Rehabilitation of Sewer Collection System and Pump Stations	Town of Littleton v. Layne Inliner, LLC, et al.	Littleton claimed that that lateral line work was not performed or performed improperly. Layne subcontracted the work and it was inspected by the City's inspector	Appellate Court of North Carolina COAA17-1137	3/19 – State Supreme court declined to hear Plaintiff's appeal of the Appellate Court's dismissal
3/20/16	Athens Waste Water Plant, Valley Joint Sewer Authority	Patrick Concrete Constructors, Inc. v. LCC	Breach of contract; quantum meruit	Supreme Court of New York, Ontario County 1136072016	10/19 – Settled
5/16/16	Well 14 Pump and Motor Service	Village of Lake in the Hills v. LCC	Breach of contract; negligence	Circuit Court for the 22 nd Judicial District of McHenry County, IL 17 LA 000406	Pending
8/9/16	Reclaimed Water Main Construction – Altamont Springs to Apopka	Pro Way Construction Group, LLC v. LHC, et al.	Breach of contract; non-payment	U.S. District Court for the Middle District of Florida 8:16-CV-2196-T-36MAP	4/18 – Settled
9/28/16	Design/Build – Waste Water System	The Redland Company, Inc. v. LHC, et al.	Breach of contract; non-payment	Circuit Court for the 16 th Judicial District for Monroe County, FL 16CA00304P	12/16 – Settled
10/17/16	Painting subcontract for the John C. Stennis Space Center	USA for the use and benefit of M Natal Contractor, Inc. v. LHC, et al.	Breach of contract; non-payment	U.S. District Court for the Southern District of Mississippi 1:16-CV-00393	12/16 - Settled
11/15/16	Ion Exchange Systems	Bethpage Water District v. LCC, et al.	Breach of contract	Supreme Court of NY, Nassau County 604116/2017	11/20 - Settled
2/10/17	Raw Water Main Interconnect – Section C, Palm Beach County	DBE Management, Inc. v. LHC and Travelers	Breach of contract; non-payment	15 th Judicial District Court of Palm Beach County, FL 50-2017-CA00-1627	9/17 - Settled
11/17/17	Southeast Interceptor Sewer, Phases 1-3	City of Franklin v. W.L. Hailey & Company, et al.	Breach of contract; negligence; breach of warranties	Williamson County Chancery Court, TN 46766	Pending
5/15/18	Hood Road Water Treatment Plant Membrane Treatment Conversion Project	B&I Contractors, Inc. v. Reynolds, Inc., et al.	Account stated; unjust enrichment	Williamson County Chancery Court, TN 46766	7/18 – Settled
7/30/18	Union Square Central Subway Station	Macy's West Stores, Inc. v. Tutor Perini Corp, et al.	Negligence as to foundation grout injections	U.S. District Court for the Northern District of California	4/19 - Settled
8/7/18	Cretaceous Aquifer Production Well	Georgia Environmental Finance Authority v. CH2M Hill Engineers, Inc., et al. (LCC)	Breach of contract; negligence	Fulton County Superior Court, GA 2018CV308768	Pending
6/3/19	Various Water System Improvements	Wynn Construction v. Ada Public Works Authority, et al. (LCC)	Breach of contract; non-payment	District Court of Pototoc County CJ-19-45	Pending

In all other respects, except as specifically stated herein, the subject RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES remains unchanged.

THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Layne Christensen Company

SIGNATURE:  **DATE:** 9/29/2020
Miguel Martinez - Project Manager

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

**LAYNE CHRISTENSEN COMPANY
CERTIFICATE OF SECRETARY**

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 1 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$100,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 2 are authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$500,000, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 3 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$2 million, relating to any and all domestic construction projects arising out of the Company's operations.

RESOLVED, that, effective March 16 through December 31, 2020, the individuals named on the attached Exhibit 4 are authorized to negotiate, execute and attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company not to exceed \$3 million, relating to any and all domestic construction projects arising out of the Company's operations.

I, Aaron Storm, do hereby certify that I am duly qualified as Secretary of LAYNE CHRISTENSEN COMPANY, a Delaware corporation (the "Company"); that the foregoing is a true and correct copy of resolutions duly adopted effective March 16, 2020, by written consent of the Board of Directors; that the Directors acting were duly and regularly elected; and that the resolution adopted has not been modified or repealed and is still in full force and effect.

Dated: March 17, 2020



Aaron Storm



EXHIBIT 1
\$100,000 Authority
Project Managers I & II
Account Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

Brian M. Snelten, Project Manager
Joseph J. Eisha, Project Manager
Christopher C. Kennedy, Project Manager
Duane R. Trammell, Project Manager
Andrew L. Seiden, Project Manager
David M. Brashear, Project Manager
Gary L. Grace, Project Manager
Miguel E. Martinez, Project Manager
Donald R. Ranft, Project Manager
Logan M. Wartick, Project Manager
Jordan A. Albarado, Project Manager
Casey T. Gnau, Project Manager
Jason W. Gansebom, Project Manager
Wesley C. Van Allen, Project Manager
Juan C. Lopez-Vasquez, Project Manager
Michael Hartman, Project Manager
Matthew D. Barnes, Project Manager
Sean J. Miguel, Project Manager
Donald G. Williams, Project Manager
Tristan Parsley, Project Manager
Jeffrey R. Stollhans, Account Manager
Michael A. McDonald, Account Manager
Richard A. Trujillo, Account Manager
Thomas A. Hetzel, Account Manager
Steve Zarcone, Account Manager
Brian W. Dellett, Account Manager
Daniel E. Callahan, Account Manager
Taylor A. Busch, Account Manager
Ryan S. McMurry, Account Manager
Dustin P. Deville, Account Manager
Bradley A. Harris, Account Manager
Timothy R. Miller, Account Manager
John J. Gornick, Account Manager
Stuart E. Lambert, Account Manager
Emily E. Miesner, Account Manager
Brandon D. Butrum, Account Manager
Dylan Michael Ellis, Account Manager
James C. Freeman, Account Manager
Russell Redding, Account Manager
Lawrence Hairelson, Account Manager

ATTESTORS

Marybeth Rios, Administrative Assistant

Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Jessica Anderson, Administrative Assistant
Patsy Reeves, Administrative Assistant
Melissa Jones, Administrative Assistant
Kathryn Vance, Project Administrator
Jonathan Mai, Assistant Project Manager
Taylor E. Combs, Assistant Project Manager
Crystal N. Gregory, Assistant Project Manager
Jeff Hart, Operations Manager
Shellie Fox, Operations Financial Analyst/Accountant
Thomas Healy, Project Manager

/

EXHIBIT 2
\$500,000 Authority
Business Development Managers
Project Managers III

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

James Bruncio, Jr., Business Development Manager
Mark S. Howard, Business Development Manager
Robert E. Curley, Business Development Manager
Matthew T. Reed, Project Manager (III)
Andrew J. Smith, Project Manager (III)

ATTESTORS

Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
Craig Brugger, Operations Manager
John Cathey, Project Manager
Brian Dellett, Account Manager
Mary Foy, Administrative Assistant
Steve Crook, Branch Manager
Donald Ranft, Project Manager
Jacki Horton, Administrative Assistant
Patsy Reeves, Administrative Assistant
Bradley A. Harris, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant
Max Palmer, Area Manager

EXHIBIT 3
\$2M Authority
General Managers
Area Managers

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS

Jerri L. McKenna, General Manager
William C. Stuckey, General Manager
Todd A. Howard, General Manager
David A. Tormoehlen, General Manager
Timothy S. Oman, General Manager
Robert Grecki, Area Manager
Charles M. Crook, Area Manager
Terence L. Heiliger, Area Manager
Logan M. Scherm, Area Manager
Jim Benjamin, Area Manager
Steven Costello, Area Manager
Stephen P. Anderson, Area Manager
Matthew Reed, Project Manager
Bill Balluff, Area Manager
Max Palmer, Area Manager
James Hausladen, Area Manager

ATTESTORS

Tristan Parsley, Project Manager
Juan Lopez, Project Manager
Crystal Gregory, Assistant Project Manager
Jordan Albarado, Project Manager
Casey Gnau, Project Manager
William Balluff, Business Development Manager
Brian Snelton, Project Manager
Joseph Eisha, Account Manager
Cathleen White, Administrative Supervisor
Susan Henney, Administrative Assistant
Jeny Musso, Administrative Assistant
Paula Miles, Administrative Assistant
Jessica Anderson, Administrative Assistant
Everette Burge, Field Supervisor
Patsy Reeves, Administrative Assistant
Craig Brugger, Operations Manager
Marybeth Rios, Administrative Assistant
Miguel Martinez, Project Manager
John Cathey, Project Manager
Andrew Smith, Engineering Manager
Wes Van Allen, Project Manager
Brian Dellett, Account Manager
Mike Schanaman, Project Manager
Mark Howard, Business Development Manager
Matthew Reed, Project Manager

Daniel E. Callahan, Account Manager
Shellie Fox, Operations Financial Analyst/Accountant
Brad Harris, Account Manager
Brenda Evans, Administrative Assistant

EXHIBIT 4
\$3M Authority
Vice Presidents
Division Ops Manager

LAYNE CHRISTENSEN COMPANY

AUTHORIZED SIGNERS
Greg McInnis, Vice President

ATTESTORS
Tina Smith, Executive Assistant
Susan Henney, Administrative Assistant

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Thompson Well & Pump, Inc.** ("Contractor"), 219 S. Spring Garden Avenue, DeLand, FL 32721-0371, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-29, "Water Well Assessment and Rehabilitation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years and shall be automatically renewed for two (2) additional one-year periods unless either party provides at least ninety (90) days prior written notice of their intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Thompson Well & Pump, Inc.
Jerry E. Thompson, Jr.
219 S. Spring Garden Avenue
P.O. Box 371
DeLand, FL 32720

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate*
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence
	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 19 day of OCTOBER, 2020.

Witnesses:

THOMPSON WELL & PUMP, INC.

Heriberto Torres
Print Name: Heriberto Torres

By: Jerry E. Thompson, Jr.
Print Name: Jerry E. Thompson, Jr.
Title: President

Brookie Thornton
Print Name: Brookie Thornton

Attest: Sarah B. Thompson
Print Name: Sarah B. Thompson
Title: Vice President



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

PHONE NUMBER: (386) 740-0180

EMAIL: thompsonwell@bellsouth.net

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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 *Jerry E. Thompson*
AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.

NAME (TYPED)

President

TITLE

9-30-2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

Keep and maintain public records required by the City to perform the contracted service.

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.

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.

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.

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:

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

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29

INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide water well assessment and rehabilitation services on an “as needed basis” for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as “**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**” and reference **RFP No. 2020-29**” on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **WATER WELL ASSESSMENT AND REHABILITATION SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

In order to meet the required demands, the City presently utilizes thirty-nine (39) water production wells. Details of individual wells are provided later within this same section. Bidders should be aware that the City's current inventory of well pumps includes multiple suppliers including Gould Water Technology Submersible Pumps (A Xylem Brand), Peabody Floway Vertical Turbine Submersible Pumps, and Grundfos Pumps.

To provide vendors with a better understanding of the City's water well network, an excerpt from the recently completed *Western Service Area Master Plan Update* (February 2020) completed by Mead & Hunt, is provided. The excerpt entitled "Existing Raw Water Infrastructure," is broken into three parts. In Part 1, Existing Wellfield Summary, a paragraph describes the City's four wellfields. Thereafter, in table format, all wells are listed with relevant details including: the ID number, the casing diameter the casing depth, the well total depth, pump capacity, drilling date, and status. In Part 2, Existing Wellfield Water Quality, a paragraph description provides an overview of the water quality followed by a table providing chloride levels measured at specific well sites from 2015 through 2019. Lastly, Figure 2-1 Primary Water Components, graphically depicts the locations of the wells relative to major roadways.

Existing Raw Water Infrastructure

1) Existing Wellfield Summary

The City provides potable water service to residential, retail, and commercial customers throughout their service area. The City currently has approximately 56,000 potable water customers. The City currently obtains its water supply to serve these customers from four (4) separate wellfields. The wellfield names are as follows: Division, SR40, Hudson, and Rima Ridge. Within these four wellfields, there are currently 33 active primary and secondary groundwater production wells drilled into the upper producing zones of the Floridan aquifer. Additionally, the City owns and operates three wells in the Breakaway (BAT) Trails wellfield region, but these BAT wells are currently only being utilized for reclaimed augmentation purposes. **Table 2-1** below summarizes current information regarding all of the City's wellfields with their corresponding capacities. Three new wells were "proposed" for construction within the Hudson wellfield in the 2015 Master Plan and are included within **Table 2-1**.

Table 2-1: Existing Wellfield Summary

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	4D/7A	137840	12	115	190	200	2009	Active
Division Wellfield	5D/8A	17255	12	100	201	200	1999	Active
Division Wellfield	6D/9A	17256	12	84	190	300	1999	Active
Division Wellfield	7D/10A	17257	12	85	204	300	1999	Active
Division Wellfield	8D/12A	34004	12	108	214	250	2004	Active
Division Wellfield	9D/11A	17258	12	107	228	300	1999	Active
Division Wellfield	10D/13	17260	8	96	220	200	1969	Inactive
Division Wellfield	11D/13A	34005	12		220	300	2002	Active
Division Wellfield	12D/15A	34006	12	97	220	300	2002	Active
Division Wellfield	15D/18A	137841	12	118	190	200	2009	Active
Division Wellfield	16D/19	17266	8	88	200	180	1976	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Division Wellfield	17D/19A	34009	12	103	200	250	2004	Active
Division WF Total GPM						2,980		
SR 40 Wellfield	18SR/22	17269	8	97	200	250	1979	Inactive
SR 40 Wellfield	19SR/24	17271	8	91	200	275	1979	Active
SR 40 Wellfield	20SR/26	17273	8	98	170	0	1981	Inactive
SR 40 Wellfield	21SR/28	17230	8	89	203	200	1982	Active
SR 40 WF Total GPM						475		
Hudson Wellfield	22H/30	17231	6	98	270	138	1987	Active
Hudson Wellfield	23H/31	17232	6	98	270	138	1987	Active
Hudson Wellfield	24H/32	17233	6	97	270	73	1987	Active
Hudson Wellfield	25H/33	17234	6	98	270	73	1987	Active
Hudson Wellfield	26H/34	17235	6	97	270	73	1987	Active
Hudson Wellfield	27H/35	17236	6	98	270	117	1978	Active
Hudson Wellfield	28H/36	17237	6	99	271	160	1986	Active
Hudson Wellfield	29H/37	17238	6	98	270	140	1987	Active
Hudson Wellfield	30H/38	17239	6	98	270	138	1987	Active
Hudson Wellfield	31H/39	17240	6	99	270	138	1987	Active
Hudson Wellfield	32H/40	17241	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	33H/41	17242	6	98	270	138	1987	Active
Hudson Wellfield (Irrigation)	34H/42	17243	6	91	270	73	1987	Active

Wellfield	Ormond Well ID	SJRWMD Well ID	Casing Diam. (IN)	Cased Depth (FT)	Total Depth (FT)	Pump Capacity (GPM)	Drill Date	Status
Hudson Wellfield	Prop. Hudson 1	412898	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412899	12	120	250	160	TBD	Proposed
Hudson Wellfield	Prop. Hudson 1	412900	12	120	250	160	TBD	Proposed
Existing Hudson WF Total GPM						1,537		
Rima Ridge	35R/50	17244	10	108	300	500	1987	Active
Rima Ridge	36R/51	17245	10	124	300	500	1987	Active
Rima Ridge	37R/52	17246	10	120	300	500	1994	Active
Rima Ridge	38R/53	17247	10	120	300	500	1994	Active
Rima Ridge	39R/54	34010	12	120	300	500	2010	Active
Rima Ridge	40R/55	34011	12	112	300	500	2010	Active
Rima Ridge	41R/56	34012	12	120	300	1000	2010	Active
Rima Ridge WF Total GPM						4,000		
Breakaway Trail (Irrigation)	2 Breakaway	17799	8	100	260	215	1985	Active
Breakaway Trail (Irrigation)	3 Breakaway	17800	8	100	260	260	1985	Active
Breakaway Trail (Irrigation)	4 Breakaway	17801	8	100	260	225	1985	Active
Breakaway Trail Total GPM						700		
Maximum Production GPM (All Wellfields)						9,692		

Utilizing the maximum production GPM value calculated within **Table 2-1**, the City can theoretically withdrawal 9,692 GPM from the upper Floridan aquifer in its current condition. This flow rate translates to 13.9 million gallons per day (MGD). Removing the BAT reclaimed augmentations wells from the equation, however, results in a theoretical maximum production value of 8,992 GPM or roughly 12.9 MGD. This 12.9 MGD value is the City's current maximum production capability as of 2019. **Figure 2-1** shows the geographic location of all wells throughout the City's service area.

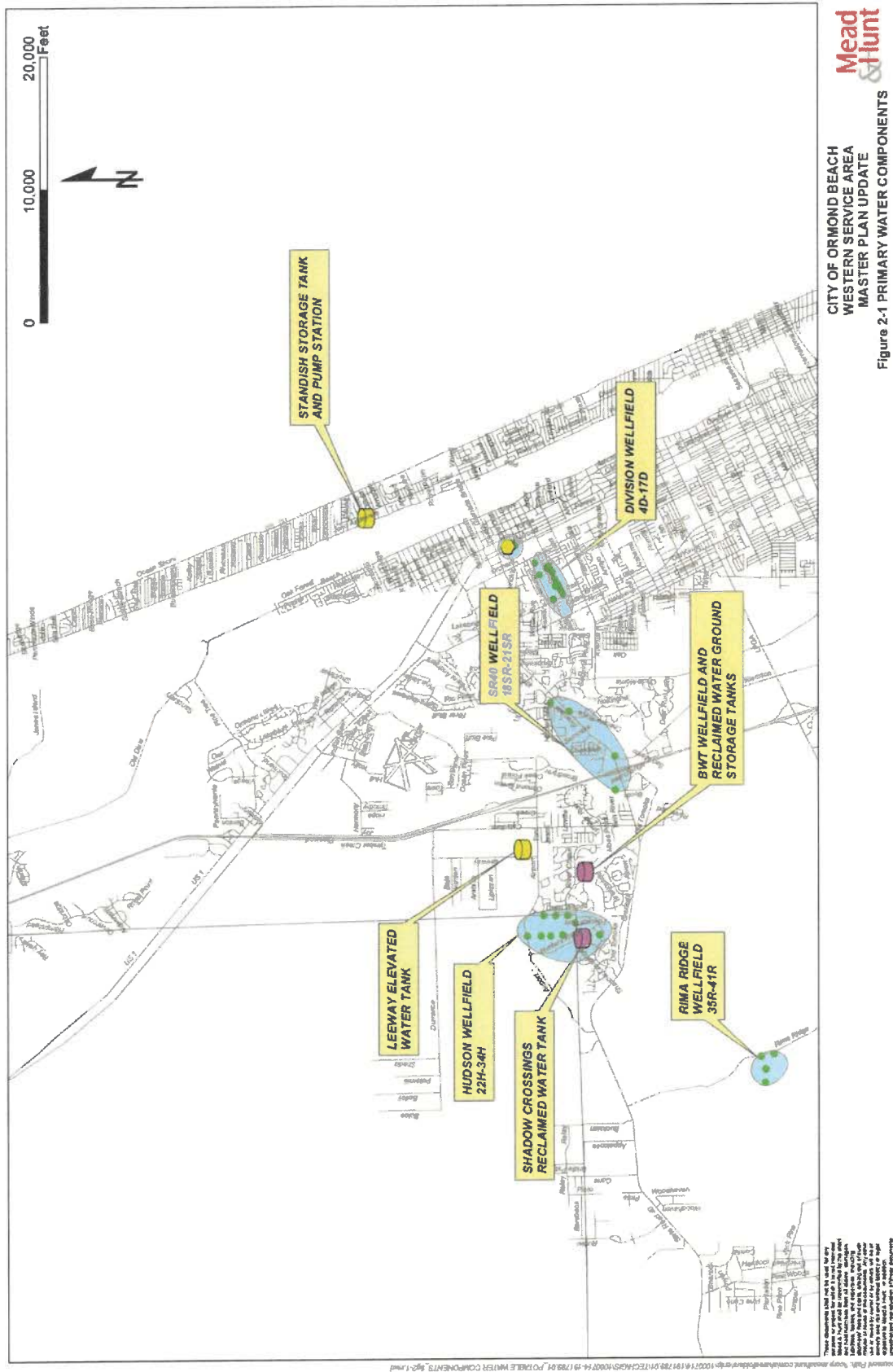
2) Existing Wellfield Water Quality

The primary water quality concern for the City's existing wellfields are chloride levels. **Table 2-2** summarizes the overall chloride levels for the Division and SR40 wellfields from 2015 to the middle of 2019. The Hudson, Rima Ridge, and BAT wellfields are not required to have their chlorides documented and recorded at this time. Typical chloride levels are a concern and considered elevated when they exceed 250 mg/L. As such, wells numbered 4D, 5D, 6D, 8D, and 16D all have experienced 'high' levels of chlorides within the past few years. Having chloride levels that exceed 250 mg/L is not a critical concern due to the City having a reverse osmosis membrane water treatment plant, but high chloride levels typically increase overall treatment, operating, and maintenance costs. As such, the City should moderate usage of the aforementioned wells that have experienced high chlorides levels to the maximum extent allowable within their CUP limits.

Wells numbered 18SR and 20SR are noted as being offline and in need of repairs or relocation. The City should plan to reestablish these wells in the near future. Having these wells back online would aid the City with raw water supply capacity, wellfield rotation, and would likely help in lowering the measured chloride levels.

Table 2-2: Existing Wellfield Chloride Levels

Well ID	2019 Chloride Average (mg/L)	2018 Chloride Average (mg/L)	2017 Chloride Average (mg/L)	2016 Chloride Average (mg/L)	2015 Chloride Average (mg/L)
4D	693.5	637.5	798.0	917.3	1139.5
5D	132.0	113.5	171.25	169.0	294.3
6D	156.5	228.0	243.0	264.5	206
7D	94.9	128.9	146.8	79.3	82.4
8D	215.0	228.3	235.3	252.8	214.7
9D	76.1	79.6	77.0	78.6	81.3
10D	Offline	Offline	Offline	Offline	104.0
11D	90.2	92.3	94.2	87.7	77.0
12D	105.9	103.0	98.1	103.3	100.2
15D	Offline	Offline	Offline	Offline	391.0
16D	627.5	524.5	564.5	647.5	719.8
17D	204.5	122.0	103.9	108.4	128.0
18SR	Offline	Offline	Offline	Offline	Offline
19SR	61.5	58.2	58.2	61.1	61.0
20SR	Offline	Offline	Offline	Offline	Offline
21SR	65.5	59.9	59.1	64.8	64.6



B. Scope of Work:

The work shall be performed on an “as needed basis” for the Utilities Division of the Public Works Department. Awarded firms will be responsible for services as described below, consisting of Initial Well Assessments, Rehabilitation and Repair Services, Emergency Services, and General Services. Completion of a separate FEE SCHEDULE with Tasks 1 through 3 (included with these documents) is a required submittal of the bid proposal.

1. Initial Well Assessment (Task 1 of the FEE SCHEDULE)

The Contractor shall be responsible to conduct an initial assessment of each well as assigned by an authorized City representative. Each assessment shall consist of a physical inspection of each well to include as follows:

- a. Remove & store motor, pump, column and all related appurtenances.
- b. Perform a diagnostic evaluation of the condition and functionality of mechanical components.
- c. Perform video logging during the assessment phase of services on a case by case basis as directed by authorized City representative. Fee for logging services will be negotiated on a case by case basis, and added to the Lump Sum Assessment fee.
- d. Prepare and submit a written Well Inspection Report to the authorized City representative (see Sample Well Inspection Report). The report shall contain the following information:
 - i. List of well defects
 - ii. Proposed corrective action plan for repair/rehabilitation of the well to optimum operational performance.
 - iii. Not-to-Exceed Time & Material cost estimate (in accordance with approved Fee Schedule) and schedule (# of days) to complete the repair/rehabilitation.
 - iv. Copies of all supporting documentation i.e. photographs, test results, etc. shall be submitted as supporting documentation of the initial assessment.

Well Inspection Report Review and Approval - Each Well Inspection Report shall be reviewed by an authorized City representative. Implementation of a corrective action plan approved by the City shall be authorized in the form of a written Contract Task Order *prior* to any repair/rehabilitation work being performed. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Well Inspections Reports not approved by an authorized Ormond Beach representative shall be returned to the Contractor with comments/suggestions and the corrective action plan shall be revised and re-submitted along with any revised cost estimate and schedule by the Contractor to the City until a plan is agreed to by all parties and a Task Order is issued to authorize the work. Upon receipt of a fully executed Task Order, the Contractor shall proceed with implementation of the scope of work of corrective action plan.

Payment Method - The Contractor shall be paid a Lump Sum fee for the Initial Assessment Report upon completion of the assessment and submission of a comprehensive Well Inspection Report in accordance with the approval Fee Schedule for each Initial Well Assessment conducted.

2. Rehabilitation/Repair Services (Task 2 of the FEE SCHEDULE)

The Contractor shall be responsible to provide all labor, materials, equipment and any other items necessary to:

- a. Rehabilitate/repair each well in accordance with a City approved corrective action plan authorized in writing by a fully executed Contract Task Order.
- b. Provide 48 hour notification to the City prior to completion of the work for the purpose of scheduling inspection and verification of the rehabilitation work.
- c. Upon inspection of the work the Contractor shall be required to provide performance testing as directed by the City.
- d. Well Development services may be required by the City on a case by case basis.

Payment Method – The Contractor shall be paid on a Time & Material Not-To-Exceed basis in accordance with the Fee Schedule rates approved at the time of contract signature and cost estimate submitted and approved with the corrective action plan.

3. Emergency Services (Task 3 of the FEE SCHEDULE)

From time to time the City may experience emergency situations with potable water wells. This contract shall include emergency response and repairs as situations occur.

- a. Mobilization - The Contractor shall be required to have the capability to mobilize and assess emergency situations within 24 hours of initial contact from an authorized City representative.
- b. Assessment and Approval - The Contractor shall provide a written assessment of the emergency condition along with a corrective action plan including a cost proposal and schedule for the necessary repairs to the City for review and approval. Upon approval by the City an emergency Task Order will be issued authorizing implementation of the repairs.
- c. Implementation of Repairs - The contractor shall provide all labor, materials, equipment and any other items needed to make all necessary repairs approved by the City to return the well and/or well pumping appurtenances to a fully functional and operating condition.

Payment Method – The Contractor shall be paid a Lump Sum Fee for Emergency Mobilization and Emergency Assessment. The Contractor shall be paid on a Time & Material Not-To-Exceed basis for repairs performed under Emergency Services in accordance with the Fee Schedule rates effective at the time of the needed services and cost estimate submitted and approved with the corrective action plan.

4. General Services (To be included as part of the FEE SCHEDULE in Task 1)

The following general services shall be provided by the Contractor prior to placing the well into service, following the final evaluation or rehab/repair task.

- a. Well Disinfection: Contractor shall properly disinfect the well per AWWA standards, and receive proper bacteriological clearance prior to placing any well back in service. Bacteriological sampling and analysis will be provided by the City at no cost to the Contractor. In the event where bacteriological samples fail, the Contractor shall re-perform disinfection procedures at no additional cost until bacteriological samples pass.
- b. Site Restoration: Contractor shall restore job site to original or better condition following completion of evaluation and/or rehab/repair work. It is strongly recommended that the Contractor document the pre-existing condition of the work area with photographs or video

prior to mobilizing equipment or materials. Site Restoration shall include, but is not limited to, repair of damaged site features or structures (i.e. grading, seed/sod, structural, piping, electrical), and removal of construction debris generated during the course of work.

Payment Method – The above noted general services shall be included in the lump sum price for Initial Assessment services (in Task 1 above)

5. Additional Requirements

Successful firms shall comply with all safety standards and regulations as required by the City of Ormond Beach, OSHA and any other local, state or federal regulations that may be applicable to a particular project. The Contractor shall be required to complete and submit a Certificate of Compliance with the Florida Trench Safety Act.

All workmanship shall be warranted for a period of one (1) year upon acceptance of the work by the City. All materials and/or equipment installed during the performance of the services shall be warranted for the manufacturers stated warranty and the Contractor shall be responsible for any associated labor required to repair and/or replace warranted materials and/or equipment that is not covered under the manufacturer's warranty.

Upon completion of the work the Contractor shall be required to submit a comprehensive written summary of all work performed.

6. Additional Services

In the event that additions or changes to the scope, cost or schedule of an approved Task Order change during the performance of the work, a change order to the Task Order authorizing the work shall be issued. Within seven (7) working days of identifying variances the Contractor shall prepare and submit a written proposal to the authorized City representative for review and approval. The proposal shall include a clear and comprehensive explanation and adequate documentation of any changes. All changes must be approved by the authorized City representative prior to any work being performed. Any work performed by the Contractor without written authorization in the form of a fully executed change order is done so at the Contractor's own risk.

7. Contract Exclusions

This contract does not include new well construction.

I. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “**WATER WELL ASSESSMENT AND REHABILITATION SERVICES**”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Standard General Requirements: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.
 - d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
 - e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with water well assessment, rehabilitation and repair of water well pumping systems of similar size and pumping capabilities. Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications.
 - f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. Include their years of experience as well as the number of years with the company. List all certifications appropriate to the work (Limit response to two pages maximum per person).

- g. **References:** Using the “List of References” sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
- Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced
- h. **Responsiveness:** Describe your approach to timely completion of work and provide general turnaround times.
- i. **Location:** Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond Beach City Hall (20 points), Within 50 miles of Ormond Beach City Hall (15 points), Within 100 miles of Ormond Beach City Hall (10 points), Beyond 100 miles of Ormond Beach City Hall (5 points)
- j. **Pricing:** Provide not to exceed pricing using the FEE SCHEDULE (provided within this contract document).
- k. **Completeness:** Submission of all information, as required, and evaluation to verify that the information supplied in the proposal is accurate and thorough. Bidder may choose to supply additional relevant information not specifically requested.

II. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications	20
Experience	20
Capability & Past Performance	20
Location	20
Pricing	20
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm’s proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

III. 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.

F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

[illegible]

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1	INITIAL WELL ASSESSMENT	Lump Sum:	\$3,500.00
	Video Logging Services (as directed)	Lump Sum:	\$1,500.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

LABOR CODE NAME	STRAIGHT TIME RATE/HR	O/T RATE/HR	PREMIUM RATE/HR
Superintendent	100.00	150.00	200.00
General Foreman	85.00	127.50	170.00
Working Foreman	85.00	127.50	170.00
Electrician	125.00	187.50	250.00
Carpenter	65.00	97.50	130.00
Mechanic	65.00	97.50	130.00
Truck Driver	65.00	97.50	130.00
Equipment Operator	65.00	97.50	130.00
Laborer (Skilled)	60.00	90.00	120.00
Laborer (Unskilled)	55.00	82.50	110.00

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment

Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3	EMERGENCY REPAIRS (as needed basis)	
	Emergency Mobilization (24 Hr Response)	Lump Sum: \$1,500.00
	Emergency Assessment	Lump Sum: \$5,500.00
	Repairs	Time & Material Rates same as above

**WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29**

LIST OF REFERENCES

1. Entity/Client City Of Maitland Utilities		
Location	WTP 6 Well-6	Year Completed: 2019
Client Contact Name David Gonzalez		
Email	dgonzalez@itsmymaitland.com	Phone: 407-875-1143
Types of service provided Pull Inspection of Vertical Turbine with 16" column Piping, Complete Evaluation report with repair estimate, complete repairs, re-installation, testing, and chlorination (1-day to remove, and 1-day to re-install after repairs of equipment)		

2. Entity/Client City of Maitland Utilities		
Location	WTP 6 well 6-A	Year Completed: 2020
Client Contact Name David Gonzalez		
Email	dgonzalez@itsmymaitland.com	Phone: 407-875-1143
Types of service provided Pull, and inspect Vertical Turbine with 16" Column Piping, Complete Report With Repair Estimate, Complete Repairs, Re-installation Of Equipment Re-wire, Test, Chlorination (1-Day For Removal, 1-Day For Re-installation, After Repairs)		

3. Entity/Client City Of Ormond Beach Utilities		
Location	35-R, 37-R, 41-R, SR-19, Well-27, Well-28,	Year Completed: 2018
Client Contact Name Ron Burke		
Email	ron.burk@ormondbeach.org	Phone: 386-527-4088
Types of service provided Pulling, Inspection, Replacment of Grundfos Liquid end, and Motors, Wiring, Testing (1-2 Days To Replace Each)		

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2020 – 29****LIST OF REFERENCES**

4. Entity/Client Volusia County Utilities		
Location	Halifax Plantation WTP Well-6	Year Completed: 2020
Client Contact Name Bob Beetle		
Email	rbeedle@volusia.org	Phone: 386-943-7027 ext:13637
Types of service provided Pull Grundfos Liquid End, and Motor, Complete Static, and Dynamic Down Hole Video, Re-install Pumping Equipment, Wire, Test (2-Days To Complete)		

5. Entity/Client Volusia County Utilities		
Location	Wolf Pack Well-1	Year Completed: 2020
Client Contact Name Bob Beetle		
Email	rbeedle@volusia.org	Phone: 386-943-7027 ext:13637
Types of service provided Pull Grundfos Submersible Pumping Equipment, Complete Evaluation Complete Pre-Test On Existing Liquid End Using Test Motor, Furnish New Motor, Complete Post Test On Existing Liquid End With New Motor In Test Vat. (2-Days After Repairs)		

6. Entity/Client Volusia County School Board		
Location	Atalantic High Daytona Beach Florida	Year Completed: 2020
Client Contact Name Duanne Connor		
Email	deconnor@volusia.k12.fl.us	Phone: 386-527-6516
Types of service provided Fish out Pump From Well, Complete Acidization, Nutralize Acid, Clean Disbree From well, Furnish and Install New Grundfos Liquid End, Pnentair Motor, New Wire, New VFD Filter, Re-work Well Head Piping, Re-wire, Set VFD, Test, Put Sytem Online		

**WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29**

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29**

**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.

Thompson Well & Pump, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

NAME (PRINT OR TYPE)

President

TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Thompson Well & Pump, Inc.

Company Name

Authorized Signature

Jerry E. Thompson
Jerry E. Thompson, Jr.

Print Name

President

Title

CITY OF ORMOND BEACH

REQUEST FOR PROPOSAL

Water Well Assessment & Rehabilitation Services

THOMPSON WELL & PUMP, INC.



September 30, 2020



Thompson Well & Pump, Inc.

219 S. Spring Garden Avenue, DeLand, FL 32720
P. O. Box 371 DeLand, FL 32721-0371
Website: ThompsonWell.com

Tel. (386) 740-0180
Fax: (386) 740-1753
Email: thompsonwell@bellsouth.net

September 30, 2020

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

Re: Water Well Assessment and Rehabilitation Services – RFP#: 2020-29

Dear Members of the Selection Committee:

Thompson Well and Pump, Inc. recognizes that the City of Ormond Beach needs an experienced firm to provide water well assessment and rehabilitation services. For 26 years TWP has served Central Florida, Volusia County, Orange County, Flagler County, St. Johns County, Lake County, Seminole County, Osceola County and others throughout the state.

We currently have an Initial Water Assessment and Rehabilitation Services contract agreement executed with St. Johns County in 2014 extended through January 2021. In June 2020, Volusia County Utilities executed a SJC piggyback agreement with TWP to also provide these services.

Our office/shop location and proximity to the wellfields in Ormond Beach, allow us mobilize and be on site within 1 hour and transport and store the equipment for inspection within 45 miles at our shop location in Deland, Florida.

I am passionate about what I do, starting at 18 years old working for Mock Well Drilling in Waycross, Georgia, running and supervising a drilling crew. Relocating to Central Florida in 1992, I continued working in the water well drilling and services field, starting my own company, Thompson Well & Pump, Inc. in 1994.

I strive every day to take care of our customers, providing the best service and quality required to identify and resolve the problems. My extensive knowledge in all aspects of water well drilling, rehabilitation, and in the inspection and repairs of well and pump systems gives us a significant advantage in supporting our customers.

TWP has the resources and support of its suppliers and team to provide the products and services required to allow us to timely make any repairs and/or for the replacement of equipment needed under this contract for services.

We value your commitment to us and look forward to working with you.

Sincerely,

Thompson Well & Pump, Inc.


Jerry E. Thompson, Jr.
President



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **WATER WELL ASSESSMENT AND REHABILITATION SERVICES**

RFP NUMBER: **2020-29**

RFP DUE DATE & TIME: **September 30, 2020 at 2:00 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 15, 2020 at 10 a.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Thompson Well & Pump, Inc.

PROPOSER'S MAILING ADDRESS: PO Box 371

CITY-STATE-ZIP: DeLand, FL 32721-0371

F.E.I.N.: 59-3611448

PHONE NUMBER: (386) 740-0180

EMAIL: thompsonwell@bellsouth.net

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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

Jerry E. Thompson, Jr.
AUTHORIZED SIGNATURE (MANUAL)

Jerry E. Thompson, Jr.

NAME (TYPED)

President

TITLE

9-30-2020

DATED

ADDENDUM NO. 1

September 22, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-29 WATER WELL ASSESSMENT AND
REHABILITATION SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?

Answer 1: The annual budgeted for repair and maintenance typically totals approximately \$200,000 for all Water Treatment Plant mechanical and electrical equipment, including the potable water production wells.

Question 2: Will the city pick only one vendor for well repairs ?

Answer 2: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 3: Can you please send me prior bid tabulation with bid unit price breakdowns?

Answer 3: The City has not previously had a contract for these types of services

Question 4: Would you please provide photographs of representative well sites?

Answer 4: Images of existing wells in the wellfields located along Division Avenue, Hudson, State Road 40, and Rima Ridge are provided with this addendum.

Question 5: Would you please provide additional raw water quality data?

Answer 5: Additional data for raw water quality is provided with this addendum.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES remains unchanged.

THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Thompson Well & Pump Inc

SIGNATURE: Jay E Thompson **DATE:** 9-30-20

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

CITY OF ORMOND BEACH

RFP – WATER WELL ASSESSMENT & REHABILITATION SERVICES

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THOMPSON WELL & PUMP, INC. PROPOSAL FOR SERVICES

For Water Well Assessment and Rehabilitation Services - City of Ormond Beach

(C) OVERVIEW – GENERAL REQUIREMENTS

thompson well & pump, inc. is pleased to submit this proposal for services to support The City of Ormond Beach, with our extensive knowledge and experience as a Water Well Contractor to assist you in achieving your goals for the assessment and rehabilitation services for the water wellfields, as outlined in this Request for Proposal.

OUR COMPANY

Thompson Well & Pump, Inc.
219 S. Spring Garden Avenue
DeLand, FL 32720

Mail: P.O. Box 371
DeLand, FL 32721-0371

Business Founded: June, 1994

Incorporated: State of Florida / August 23, 1999 / Document No: P99000076300 Corporation

Type: S-Corporation

F.E.I.N. #: 59-3611448

Tel: (386) 740-0180 or (407) 619-2523

Fax: (386) 740-1753

Email: thompsonwell@bellsouth.net

Website: Thompsonwell.com

DUNS #: 16-030-5616

Officers and Directors:

Title: President
Name: Jerry E. Thompson, Jr.
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

Title: Vice President
Name: Sarah B. Thompson
Address: 1076 Reynolds Road
City-ST-Zip: De Leon Springs, FL 32130

We are a full-service water well company, we have the capabilities to provide the kind of personal attention everyone expects and deserves. We welcome the opportunity to demonstrate our ability to handle your project professionally and at a highly competitive price.

Primary Contact: Jerry E. Thompson, President Email: thompsonwell@bellsouth.net

STATEMENT OF COMPLETED WORK – PUBLIC ENTITY CRIMES

TWP is financially stable and has the necessary resources, human and financial, to provide the services identified in this Request for Proposal at the level required by the City of Ormond Beach.

No suits or legal actions with regard to services performed or failure to complete have ever been filed against this firm or its professional employees. There have not been any contracts that have not been completed by the undersigned firm or any officer of the firm.

In addition, Thompson Well & Pump, Inc. has never been subject of an investigation conducted by the Water Well Contractor licensing division of the St. Johns River Water Management District and the Florida Department of Environmental Permitting.

TWP its principals, or officers, or predecessor organization(s) have never been convicted of a Public Entity Crime, debarred or suspended from bidding by any government entity.

Thompson Well & Pump, Inc.


Authorized Signature

<u>Jerry E. Thompson, Jr.</u>	<u>President</u>
Name	Title

(E) FIRM TECHNICAL QUALIFICATIONS

Thompson Well & Pump, Inc. (TWP) began operations in 1994, incorporated in August 1999, serving Florida for over 26 years as a licensed Water Well Contractor #7157 operating as a Prime Contractor, providing all drilling services for water supply, construction, initial well assessment, rehabilitation and servicing and of all related water wells, its pumping equipment and components. We serve municipal, commercial, industrial and homeowners throughout Florida operating mainly within the Central Florida area.

We've earned the trust of our customers as a reliable, professional, bonded company, well-equipped to provide a wide range of the water well industry services that includes well permitting and construction, completion, abandonment, or modification for public water supply, potable residential wells, agriculture wells, drainage wells and irrigation water well systems.

We are IGSHPA certified in the installation of geo-thermal HVAC well systems and have installed major geo-thermal well systems for the Volusia County School Board – University High School, the University of Central Florida – UCF Campus and the Merritt Island Retirement Housing Foundation.

TWP also specializes in the service, inspection and repair of various makes and models of deep well vertical turbine pumps, motors and all components for municipal, commercial, industrial, agricultural and residential uses.

Our services includes well development, well pump testing, well rehabilitation, well inspection, pre and post geophysical and video logging, and a downhole well video inspection using our R-Cam 1000 video camera.

Our drilling equipment has the capability of drilling wells ranging in diameter from 4" up to 36" in diameter. We operate three drill rigs for the construction and rehabilitation of water wells, a Layne-Ark Drill Rig for the larger diameter supply wells and a Cyclone 44R and a Cyclone 36 THC 60 drill rig for commercial and residential projects. Our fleet is backed with many support vehicles, to assist in the initial service(s) and repair(s) of water wells including an 18 Ton Crane for accessing and pulling of the pumping equipment housed inside the owner's building facilities, a full service Truck w/5T Crane, Semi-tractor for delivery and transporting, Backhoe, Welders, and various other equipment used in the drilling, rehabilitation and servicing operations.

Our expertise in water well assessment and repairs are outlined in the customer references, showing our commitment to provide timely and extensive assessment, replacement and repair(s) of the various equipment types and dimensions.

TECHNICAL EXPERTISE

TWP has always placed an emphasis on the importance of remaining true to its roots as a small firm, focusing our attention on local clients and providing them with the personalized and responsive service they expect from their water well contractor.

Our company abilities that are specific to this project include:

- Water Supply Wells (new and rehabilitation)
- Field services for the removal and installation of deep well vertical line shaft and submersible turbine pumps, motors and the transportation and storing of pumping equipment & related appurtenances
- Water well evaluation and rehabilitation
- Diagnostic evaluation of the condition & functionality of mechanical components
- Down video well inspection to determine condition(s) inside the well
- Test pumping of water wells
- Well Disinfection per AWWA standards
- General contracting services related to water supply services

(F) TECHNICAL QUALIFICATIONS OF PROJECT TEAM

TWP has a history of successfully completing a multitude of similar projects to the City of Ormond Beach in the scope of work to perform an Initial Well Assessment and Rehabilitation Services. Our success is due to a combination of effective project management, strong technical expertise, and quality control. The ability to quickly investigate the well components, provide a diagnostic evaluation to determine the extent and type of repair(s) needed, the timeline and submission of a Corrective Action Plan outlining recommendation(s) for rehabilitation, and cost to restore the well to its optimum operational performance.

Jerry Thompson, with his extensive knowledge, and over 32 years of experience in water well drilling, pumping equipment service and repairs, he will be responsible for supervising, managing and executing the work under this contract. Beth Thompson, with over 40 years in office and HR management will be responsible for the execution of the contract documents requirements, the submission of pay request, and maintenance of client's records.

In addition, our resources include the close coordination with other team members to provide additional expertise that could or may be vital to the restoration a water well. The Kimley-Horn team, with 16 offices in Florida, is highly experienced in providing hydrogeological and engineering expertise and have served the needs of municipal and utility clients in small and large-scale projects and are available to provide their support to TWP, if needed.

Jerry E. Thompson, Jr.

219 S. Spring Garden Avenue • Deland, FL 32720 • (386) 740-0180 • www.thompsonwell.com

BUSINESS OWNER

President and owner of Thompson Well & Pump, Inc., established in 1994, incorporated in August 1999 with a 26-year record of success overseeing all phases of a small business operation with annual revenues ranging above \$1.2 million. • Managing the services for all aspects of water well drilling, construction, and operations, contracting construction for infrastructure, and environmental projects for government and private-sector clients. • Managing drilling crews operating 3 drill rig machines with numerous support vehicles and equipment used to achieve water well construction projects ranging in size from 4" up to 36." • Construction includes public supply, Geo-thermal well systems, monitor wells, drainage wells, test wells, and well abandonment. • We are a full-service company providing services in all phases of well assessment, well rehabilitation and servicing of all types of pumping equipment, including vertical turbine pumping equipment and installations. TWP is backed by strong credentials and a proven history of on-time, on-budget and high-quality project completions managing as the Prime Contractor or Subcontractor.

Key Skills

- Well Construction Projects/ 4" to 36"
- Site Safety/OSHA Compliance
- Budgeting & Cost Controls
- Infrastructure Improvement Projects
- Training/Supervisor Manager
- Bidding/Estimating/Proposals
- Environmental/Geo-thermal Projects
- Change Order Management
- Subcontractor/Crew Supervision

Employer Summary

THOMPSON WELL & PUMP, INC. (DELAND, FL) – President / Owner, 1994 to Present

Business owner operating and maintaining a water well construction and services company. Performing major projects based on the scope of work as the Prime Contractor on the project or as a Subcontractor. Provides expertise in the technical design for a project, consulting with engineers to determine the most suitable water well system for various projects. Certified through the International Ground Water Heat Source Pump Association as an accredited installer in the design construction and installation of geo-thermal well systems. Provides downhole well video services utilizing our R-Cam 1000 high resolution video camera equipment to conduct pre and post videos for well inspections for water well systems to determine the well's current conditions as related to natural fouling resulting from chemical, biological, or formation influences on the well. Reports and provides clients with specific recommendations to resolve problems related to the degradation of a well system and the factors that impact decisions regarding well rehabilitation or well replacement. Manages a full service department supporting the inspection, removal and installation all types of pumps, motors, and vertical line turbines, the refurbishment, and replacement servicing municipalities, commercial and residential well systems.

Project Highlights

Infrastructure and Environmental Projects • Budgets: \$3K to \$1.5M

- (1) Volusia Co. School Board:** Constructed four 12" groundwater production wells designed for a Geo-thermal chiller system to include three 14" injections wells.
- (2) City of Clearwater:** Constructed three 28"x20" production wells, three 12"x6" monitor wells Zone A, three 12"x6" monitor wells Zone B, and APT testing.
- (3) UCF Board of Trustees:** Constructed one 14" Geo-thermal production well and one 16" returns injection well.
- (4) City of Deland:** Constructed four 24"x16" productions wells, testing, pump installations and abandonments.
- (5) Orange Co. Board of Co. Commissioners:** Constructed ten drainage wells including the testing, development, and the installation of the drain well structures for 10 separate drainage well replacement projects.

Education & Certifications

FL Water Well Contractor License # 7157 - 1994, CTL Certified Welder, CDL Class A w/Tanker, International Ground Source Heat Pump Association (IGSHPA) Member and Accredited Installer - 2007, International School of Well Drilling (CEC) -1996, 1998, 2001, 2003, 2005, 2007, 2009, 2011, 2013,2015, 2017,2019. Baroid Industrial Drilling Products Workshop - Water Well Applications -2017, Water Well Maintenance & Rehabilitation Workshop - FWGA 2011, American Ground Water Trust - Speaker - Ground Source Heating & Cooling Technology Forum - 2011 - National Ground Water Assoc., Florida Ground Water Assoc., Florida Rural Water Assoc., Franklin Electric Key Dealer - 2010-2018, Preferred Pump Dealer Awards Program - 2019-2020



STATE OF FLORIDA
WATER WELL CONTRACTOR LICENSE

Issued to

Jerry E Thompson Jr

By

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

License 7157

Expires July 31, 2021

Wendy A. Carter

DISTRICT CERTIFICATION OFFICER

The State of Florida

Has Determined That

JERRY EUGENE THOMPSON, JR.

Is Qualified As A

Water Well Contractor

PURSUANT TO CHAPTER 373, FLORIDA STATUTES

In The

State of Florida

And Hereby Issues

License Number

7157

Issued By The

ST. JOHNS RIVER

Water Management District

This 7TH Day Of

JUNE, 1994 A.D.

Henry Olan

This is to certify that
Jerry E. Thompson, Jr.
is a member in good standing
ID#: 21912-1007




IGSHPA Executive Director
International Ground Source
Heat Pump Association

This is to certify that
Jerry E. Thompson, Jr.
is an IGSHPA Accredited Installer
ID#: 16733-1007




IGSHPA Executive Director
International Ground Source
Heat Pump Association

 **CTI** certified testing laboratories 7252 W. Converse Rd.
Orlando, Florida 32822
(407) 399-7794
Fax (407) 399-7751

WELDER INFORMATION CARD

Company: Jerry Thompson Well & Pump, Inc.
Welder: Jerry Thompson ID #: N/A
Procedure #: SMAW-001 Rev.#: 0 Process: SMAW
Position (s) Tested: 2G (Horizontal) Code: AWS D1.1
Thickness Tested: .237" Diameter Tested: 4"
Groove Weld: X Fillet Weld: Backing: None
Material: Alum; Carbon; X Stainless; Other;
Date of Test: 7/17/03 Qualification By: Procedure



MEMBERSHIP CARD 

Jerry Thompson
Name

3000281 5/31/2021
Member number Membership expiration



June 2nd 2020

Thompson Well & Pump, Inc.
219 S. Spring Garden Ave.
Deland, FL 32720

RE: Bonding Reference Letter

To Whom it May Concern,

It is a privilege for Guignard Company to be the agency handling the bonding requirements for Thompson Well & Pump, Inc. Bonds are currently placed with Westfield Insurance Company, which has a Best Key Rating of A, XV, and a Treasury Limit of \$115,557,000.00 as reported in the July 1, 2019 edition of the Federal Register, Circular 570.

Prudent surety underwriting requires our satisfaction of financial ability, experience, and personnel. Thompson Well & Pump, Inc. has our complete confidence in all of these areas.

Although maximum limits have not been established, we would favorably consider single projects in the \$500,000.00 range, with an aggregate work program in the area of \$1,000,000.00 subject to our normal underwriting requirements at the time any request is made.

This letter is not an assumption of liability, nor is it a bid bond or performance bond. It is issued only as a bonding reference from us as requested by our client. Any arrangement for surety credit is a matter between Thompson Well & Pump, Inc. and Westfield Insurance Company. If you have further questions or require additional information, please don't hesitate to call (407) 834-0022 or via email at paul@guignardcompany.com

Sincerely,

Paul J. Ciambriello
Partner / VP

(G) REFERENCES

**WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 – 29**

LIST OF REFERENCES

1. Entity/Client City Of Maitland Utilities		
Location	WTP 6 Well-6	Year Completed: 2019
Client Contact Name David Gonzalez		
Email	dgonzalez@itsmymaitland.com	Phone: 407-875-1143
Types of service provided Pull Inspection of Vertical Turbine with 16" column Piping, Complete Evaluation report with repair estimate, complete repairs, re-installation, testing, and chlorination (1-day to remove, and 1-day to re-install after repairs of equipment)		

2. Entity/Client City of Maitland Utilities		
Location	WTP 6 well 6-A	Year Completed: 2020
Client Contact Name David Gonzalez		
Email	dgonzalez@itsmymaitland.com	Phone: 407-875-1143
Types of service provided Pull, and inspect Vertical Turbine with 16" Column Piping, Complete Report With Repair Estimate, Complete Repairs, Re-installation Of Equipment Re-wire, Test, Chlorination (1-Day For Removal, 1-Day For Re-installation, After Repairs)		

3. Entity/Client City Of Ormond Beach Utilities		
Location	35-R, 37-R, 41-R, SR-19, Well-27, Well-28,	Year Completed: 2018
Client Contact Name Ron Burke		
Email	ron.burk@ormondbeach.org	Phone: 386-527-4088
Types of service provided Pulling, Inspection, Replacment of Grundfos Liquid end, and Motors, Wiring, Testing (1-2 Days To Replace Each)		

WATER WELL ASSESSMENT AND REHABILITATION SERVICES**RFP NO. 2020 – 29****LIST OF REFERENCES**

4. Entity/Client Volusia County Utilities		
Location	Halifax Plantation WTP Well-6	Year Completed: 2020
Client Contact Name Bob Beetle		
Email	rbeedle@volusia.org	Phone: 386-943-7027 ext:13637
Types of service provided Pull Grundfos Liquid End, and Motor, Complete Static, and Dynamic Down Hole Video, Re-install Pumping Equipment, Wire, Test (2-Days To Complete)		

5. Entity/Client Volusia County Utilities		
Location	Wolf Pack Well-1	Year Completed: 2020
Client Contact Name Bob Beetle		
Email	rbeedle@volusia.org	Phone: 386-943-7027 ext:13637
Types of service provided Pull Grundfos Submersible Pumping Equipment, Complete Evaluation Complete Pre-Test On Existing Liquid End Using Test Motor, Furnish New Motor, Complete Post Test On Existing Liquid End With New Motor In Test Vat. (2-Days After Repairs)		

6. Entity/Client Volusia County School Board		
Location	Atalantic High Daytona Beach Florida	Year Completed: 2020
Client Contact Name Duanne Connor		
Email	deconnor@volusia.k12.fl.us	Phone: 386-527-6516
Types of service provided Fish out Pump From Well, Complete Acidization, Nutralize Acid, Clean Disbree From well, Furnish and Install New Grundfos Liquid End, Pnentair Motor, New Wire, New VFD Filter, Re-work Well Head Piping, Re-wire, Set VFD, Test, Put Sytem Online		

(H) RESPONSIVENESS

Your Company is continually proven to be an industry leader for high quality/guaranteed product/service and we will work with the City of Ormond Beach to ensure all projects are completed according to the City's requirements, including project intent, schedule, and budget. We are committed to providing quality, responsive service on each and every project task assigned.

Depending on the extent and type of the repairs or replacement of the equipment the average turnaround time for reinstallation of pumping equipment is estimated at 5 days.

(I) LOCATION

TWP's main office and shop is located at 219 S. Spring Garden Avenue, in Deland, FL 32130. Our office is within 33.5 miles via I-4 and within 35.1 miles via HWY 11 & SR 40. Jerry Thompson, Project Manager and service technicians are located at this facility.

Average time to travel to Ormond Beach is approximately 45 minutes.

(J) PRICING

RFP 2020-29 WATER WELL ASSESSMENT AND REHABILITATION SERVICES FEE SCHEDULE

COMPANY NAME Thompson Well & Pump, Inc.

TASK 1 **INITIAL WELL ASSESSMENT** **Lump Sum:** \$3,500.00

Video Logging Services (as directed) **Lump Sum:** \$1,500.00

TASK 2 **REHABILITATION & REPAIRS** **Time & Materials**

<i>LABOR CODE NAME</i>	<i>STRAIGHT TIME RATE/HR</i>	<i>O/T RATE/HR</i>	<i>PREMIUM RATE/HR</i>
Superintendent	<u>100.00</u>	<u>150.00</u>	<u>200.00</u>
General Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
Working Foreman	<u>85.00</u>	<u>127.50</u>	<u>170.00</u>
Electrician	<u>125.00</u>	<u>187.50</u>	<u>250.00</u>
Carpenter	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Mechanic	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Truck Driver	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Equipment Operator	<u>65.00</u>	<u>97.50</u>	<u>130.00</u>
Laborer (Skilled)	<u>60.00</u>	<u>90.00</u>	<u>120.00</u>
Laborer (Unskilled)	<u>55.00</u>	<u>82.50</u>	<u>110.00</u>

Additional Labor Codes Not Shown Above (use additional sheets if needed)

Subcontractors: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)
Materials: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%) Equipment
Rental: Cost+ Overhead & Profit (O/H & P Not to Exceed 15%)

TASK 3 **EMERGENCY REPAIRS** (as needed basis)

Emergency Mobilization (24 Hr Response) **Lump Sum:** \$1,500.00

Emergency Assessment **Lump Sum:** \$5,500.00

Repairs **Time & Material Rates same as above**

(K) OTHER INFORMATION

- Insurance Certificate
- Conflict, Non-Conflict of Interest Statement/Litigation Statement
- Drug Free Workplace Certificate
- Additional Work Related References



THOMWEL-01

MJONES

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/17/2020

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

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

PRODUCER Corkhill Insurance Agency, LLC 20 S. Bumby Ave Orlando, FL 32803	CONTACT NAME: Michele Jones	
	PHONE (A/C, No, Ext): (407) 898-8891 FAX (A/C, No): (407) 898-8813	
	E-MAIL ADDRESS: michele@corkhillinsurance.com	
INSURED Thompson Well & Pump, Inc. PO Box 371 Deland, FL 32721	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Southern Owners Ins Company	10190
	INSURER B: Auto-Owners Insurance Company	18988
	INSURER C: Technology Insurance Company	42376
	INSURER D: Westchester Surplus Lines Ins	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY	X	X	72597063	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
							MED EXP (Any one person) \$ 10,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000	
	☐ POLICY ☐ PRO- ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000	
	OTHER: General Aggregate							
B	☒ AUTOMOBILE LIABILITY	X		4265561500	1/23/2020	1/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person) \$	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
B	☒ UMBRELLA LIAB ☒ OCCUR			4265561501	1/23/2020	1/23/2021	EACH OCCURRENCE \$ 2,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$	
	☐ DED ☒ RETENTION \$ 5,000						\$ 2,000,000	
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	X	TWC3841877	1/1/2020	1/1/2021	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property			72597063	1/23/2020	1/23/2021	R&L 150,000	
D	Pollution Liability			G27153549007	8/5/2019	8/5/2020	Pollution Liab 1,000,000	

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

City of Ormond Beach, is added as Additional Insured with respect to General Liability and Auto Liability when required by written contract. Waiver of subrogation on General Liability and Workers Compensation.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach 22 S. Beach Street Ormond Beach, FL 32175	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Scott Corkhill

ACORD 25 (2016/03)

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**REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020-29**

**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.

Thompson Well & Pump, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Jerry E. Thompson, Jr.

NAME (PRINT OR TYPE)

President

TITLE

REQUEST FOR PROPOSALS
WATER WELL ASSESSMENT AND REHABILITATION SERVICES
RFP NO. 2020 - 29

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Thompson Well & Pump, Inc.

Company Name

Authorized Signature

Jerry E. Thompson, Jr.

Print Name

President

Title

WELL SERVICES and REFERENCES



Service Work Completed for County of Volusia – Utilities from 2013-2020

Owner's Representative: Robert (Bob) Beedle, Operations Manager
County of Volusia / Utilities Operations
3151 E. New York Ave., 2nd Floor, DeLand, FL 32724
Main Phone #: (386) 822-6465 **Email:** RBeedle@volusia.org

Date	Job Name	Work Performed
11/8/2019	Chuck Lennon Park Check Well Pump / Motor	Mobilization / Demobilization, setup equipment, check out well system pump, motor. Damaged by debris, setup air compressor blow well to remove debris. F&I new 7.5HP 460V/3P 4" Sub. Motor and 7.5HP Sta-Rite Pump Liquid End, Run and test system.
9/19/2016	Halifax WTO – Well # 3 Pull & replace 7.5HP Pump / Motor	Mobilization / Demobilization, setup equipment, disconnect well head, pull existing pumping equipment, F&I 7.5HP Franklin 230V/3P 3W Sub. Motor, 7.5HP Grundfos SS 4STG Pump Liquid End, 100' sub cable wire, Cert-LOK spline couplings, test and run system.
8/12/2016	Highbridge Park Well Pull and replace 1HP Pump / Motor	Mobilization / Demobilization; setup equipment, F&I 1HP 230V/1P Pentair Sub. Motor, and Pentair Sta-Rite 1HP Pump Liquid End, replace 42' 1 1/4" galv. Drop pipe, new #12 sub cable wire, Test and run system.
8/29/2014	SW WTP – Well # 1 Wolf Pack Run Pull & replace 15HP, Pump & Motor	Mobilization / Demobilization, setup equipment, remove fence, and well head equipment, pull existing pumping equipment, evaluate and provide estimate for repairs. F&I new Grundfos Pump Liquid End and 15HP Franklin Motor, 460V/3P 6" Sub. Motor. Reinstall fencing and pipe, Test and runs system.
6/5/2014	Halifax Plantation – Well # 4 Exchange Motor Out	Mobilization / Demobilization, setup equipment pull existing pumping equipment and install Owner's Motor onto existing pumping equipment, F&I new 6"x4" Sanitary Well Seal and new 3" Certa-LOK parts.
10/9/2013	Halifax WTP –Well # 2 Pull & replace 7.5HP Motor	Mobilization / Demobilization, setup equipment pull existing pump / motor. F&I new 7.5HP Franklin, 460V/3P 6" Sub. Motor, F&I new 105' submersible pump cable wire.
9/17/2013	Halifax WTP – Well #2 Well Development, Reinstall Permanent Pumping Equipment	Mobilization / Demobilization, setup equipment install Tremie Pipe, perform well development using air compressor, reinstall permanent piping equipment.

Service Work Completed for City of Winter Park from 2012-2018

Owner's Representative: Gary Heller, Division Chief WW & WWT
City of Park / Public Works Department
401 Park Avenue South, Winter Park, FL 32789
Main Phone #: (407) 599-3538 **Email:** gheller@cityofwinterpark.org

Date	Job Name	Work Performed
6/18/2018	Island Lakes Park 30HP Irrigation Well Pump Replace 30HP Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new 7CLC 3STG, Bowl Assembly, 6" Motor and 4" Discharge, 400GPM, TDH 274' Impeller 5/25" Full. Rebuild steel Discharge piping from front side of sleeve w/sleeve flange. Fabricates 8" Coupling to bottom of sleeve. F&I 8" 316SS Cone Strainer on bottom of sleeve, Sandblast and coat sleeve parts, and Bowl Assembly w/ POTA-POX Plus TNEDEC White.

WELL SERVICES and REFERENCES



4/2/2018	Island Lakes Park 4" Sub. Pump Pull Pump, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull 4" sub. Pump, inspect and provide estimate for repairs.
1/15/2018	Well Pump # 5 – 926 Wymore Road Pull LS Vertical Turbine, Inspection and Repairs	Mobilization / Demobilization, setup equipment, pull Vertical Turbine pump and lay down at site. Inspect and complete estimate for repairs. Clean all Shafts, Bolts, and Parts, Burn Spiders and reinstall pump equipment.
8/30/2012	Well Pump # 14 – 3400 Aloma Avenue Pull 12" Vertical Line Shaft Pump for Inspection and Repairs	Mobilization / Demobilization, setup equipment, setup 18T Crane, pull pump, perform inspection and report findings. Make repairs to replace work pump parts, straighten Shafts,, replace (11) 12"x1.69" Spider Bearing Inserts, and (11) 1 1/2" x 1 11/16"x7" Shaft Sleeves. Reinstall Pump and complete startup of new pump.

Service Work Completed for City of Maitland from 2014 - 2020

Owner's Representative:

David M. Gonzalez, CPM Utilities Superintendent
City of Maitland / Public Works Department
1827 Fennell Street, Maitland, FL 32751
Email: dgonzalez@itsmymaitland.com

Main Phone #: (407) 875-1143

Date	Job Name	Work Performed
11/20/2019	WTP 6 – Well 6A Evaluation, Repairs and Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly	Rehab of 18DCM GOULDS Vertical Turbine Bowl Assembly included 120' of 16" x 1-11/16"-10 Flanged Column Assembly, new Bearing Inserts, Cleaned and Straighten 1-11/16 SS Line Shaft, Install new Shaft Sleeves and Shaft Couplings, new 2-11/16" SS Bowl Shaft, new 18DCM Impeller, new SS Top Shaft, new Head Shaft Assembly, Rehab Packing Box and Discharge Head, Sandblast and Coat Discharge Head and 120' of 16" Column w/White Potable Epoxy Coating, and all new SS Fasteners. Reinstall Vertical Turbine Equipment and Reconnect Owner's Motor, Pump Well Clear, and Chlorinate Well.
6/6/2019	WTP 6 – Well 6A Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-18 Meter.
5/15/2019	WTP 6 – Well 6A Pull Well 6A Vertical Pump for Inspection and Repairs	Setup, crew, equipment. Pull Vertical Turbine Pumping equipment. F&I covers to protect well and discharging piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
4/15/2019	WTP 6 – Well 6 Remove, Furnish & Install new Water Meter	Remove meter head assembly. F&I new McCrometer MLI1-16 Meter and new McCrometer Transmitter TR16-420mA w/Motor
2/22/2019	WTP 4 – Well 4 & 4A Remove, Furnish & Install new Water Meters w/ Meter Vaults	Setup, crew, equipment, cutout and remove old meter vaults, prepare site. F&I new 60x84x18 OUC Tops, new Hatches UHD 42x60 Aluminum/Steel w/ recessed Padlocks, Con Sealant, F&I new McCrometer MPO312 12" Meters, and McCrometer E7000-000 Mechanical Transmitters 4-20mA. Re-sod around sites.

WELL SERVICES and REFERENCES



1/3/2019	WTP 6 - Well 6 Repair, Vertical Turbine Pump Assembly. Furnish and install replacement parts for VT Well Pump, and Well Chlorination	Repairs, replacement parts, and labor: (1) Furnish new SS Line Shaft, couplings, (2) furnish new bearing inserts, (3) F&I (2) additional feet of 16" flanged Column Piping, shafting, couplings, bearings, (4) F&I new 4500 GPM flanged Bowl Assembly, (5) Sandblast column piping, w/ epoxy coating, (7) F&I new bearing in stuffing box, (8) Disinfect pumping equipment, (8) Test new pumping equipment by pumping, (9) Chlorinate well for Bacteriological Testing, (10) Install pumping equipment and connect to Owner's motor.
10/2/2018	WTP 4 – Well 4 Pull existing Motor and Install Spare Motor	Pull existing motor and replace with Owner's Spare Motor
8/27/2018	WTP 6 - Well 6 Pull Vertical Turbine Pump Equipment	Pulled Vertical Turbine Pump Equipment for inspection. F&I install covers to protect well and discharge piping. Complete repair estimate for VT pump included pump reinstallation, the cost to clean out debris and well chlorination.
9/29/2016	WTP 4 – Well 4 Super Chlorinate Well	Chlorinate well w/ 150 gallons of 12% chlorine.
7/1/2016	WTP 4 – Well 4 Repair, Furnish new Replacement Parts for Well Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8" x 1" Inner Column Pipe Assembly, (2) Furnish 80' of 8" Column Pipe, 5' Top & Bottom, (3) Furnish new Packing Container, (4) Furnish Discharge Head Column Flange Ring, (5) Sandblast, paint Discharge Head, epoxy coating, (6) Furnish Goulds 12RJMO 2 Stage, W/L Bowl Assembly, 8" Discharge, GPM 1000 TDH 101' Impeller 7.625" SS 1" – 12 TPI Shaft / No. 393094
7/1/2016	WTP 4 – Well 4 Reinstall new VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Part B - Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. Reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
3/7/2016	WTP 4 – Well 4 Pull Well 4 Vertical Turbine Pump for Inspection / Repairs	Part A - Pull well pump, transport to shop, install blind flanges on discharge piping and secure. Inspect pump, provide diagnostic report and cost estimate for repairs.
6/11/2015	WTP 4 – Well 4A Reinstall repaired VT Pump Equipment, Chlorinate Well, Well Clearance and Well Testing	Reinstall repaired well pump, chlorinated and run 215' discharge hose, perform Well Clearance and Well testing. Furnish and Install new airline tubing fasted to column pipe s/SS clamps. After Bacteriological sampling, reconnect column pipe using NSF 61 Jet-Lube Eco-Safe grease, includes shafts.
4/28/2015	WTP 4 – Well 4A Repair, furnish and install Replacement Parts for Vertical Turbine Pump	Repairs, replacement parts and labor: (1) Furnish 80' 8" Column Pipe w/coupling, epoxy coating, (2) cleanup and straighten shafts, remove and replace bearing sleeve, (3) furnish new coupling line, (4) cleanup Retainer Assembly, replace inserts, sandblast Tail Piece w/22 strainer, prime and epoxy coating (5) cleanup rebuild – replace parts for 1" Worthington Bowl Assembly, sandblast, epoxy coating discharge head, rebuild w/bushing/packing, misc. parts (6) furnish Head shaft Assembly.
4/27/2015	WTP 4 - Well 4A Pull Vertical Turbine Pump for inspection / repairs	Part A - Pull Well Pump, transport to shop for an assessment/inspection of the pump's components. Provide Well Assessment Report on findings. Provide cost estimate for repairs.
4/24/2015	WTP 4 - Well 4A Downhole Video Inspection	Install R-Cam 1000 Downhole Video Camera, perform downhole video to record and inspect the well casing, provided comments and recommendations on the existing conditions of the well.
5/2/2014	WTP 5 – Well 5-A Specific Capacity Test	Install Water Level Indicator and Meter, pumped well until stabilized to determine its Specific Capacity. Provide Well Assessment Report to Thomas Thorne.

WELL SERVICES and REFERENCES



Service Work Completed for City of Longwood from 2013-2018

Owner's Representative: Richard Kombluh, Utilities Manager
City of Longwood / Public Works Department
907 E. SR 434, Longwood, FL 32750
Main Phone #: (407) 263-2388 Email: rkombulh@longwoodfl.org

Date	Job Name	Work Performed
8/30/2018	Well # 2 Pull and replace 30HP VHS Motor	Mobilization / Demobilization, setup equipment, pull motor w/ 18T Crane, F&I new 30HP Vertical Hollow Shaft US Motor, Model FB99, 1800RPM, 286 TPA.
7/3/2018	West Bay Ave. Well # 1 F&I new Vertical Turbine Pump	Mobilization / Demobilization, setup equipment, pull pump equipment, F&I new 8FDHC Vertical Turbine Pump, 8STG W/L Bowl Assembly, Suction bowl & 6" Discharge 500GPM, TDH 185', Impeller 5.00", 6'x10' Suction Pipe, 6" SS Cone Strainer, (6) 6'x10' Column Pipe, 1" Shaft, Spider Bearings and Inserts, (2) 6"x5' Column Pipe, 1" Head Shaft w/couplings, Key and Nut, and Stuffing Box Repair.
1/19/2018	West Bay Ave. Well #3 Perform Downhole Well Video, Report Findings	Mobilization / Demobilization, setup equipment, perform Downhole Well Video to inspect the conditions and equipment, report findings and provide DVD Well Video copy.
9/23/2013	WTP 2 - Well # 3 Pull & Replace 60HP Vertical HS Motor, Pump Equipment	Mobilization / Demobilization, setup equipment, pull and inspect pumping equipment. F&I new Goulds 12FDLC 3STG W/L Bowl Assembly, cast Iron/Bronze fitted, Impeller Trim: 7.0625", 8"x12" Type A Discharge Head w/8" flange, 10" Male Cone Strainer, Galv. Steel, 8"x1.19" Column & 416SS Shaft, 5' Top & Bottom section. F&I 60HP US 3P60 Hz / 23-460V 1800RPM Vertical Hollow Shaft Motor. Frame/DB: 364TPA/12" Base

Service Work Completed for City of Tavares from 2016-2019

Owner's Representative: Chris Abbott, Water Department Supervisor
City of Tavares
PO Box 1068, Tavares, FL 32778-1068
Main Phone #: (352) 742-6368 Email: cabbott@tavares.org

Date	Job Name	Work Performed
10/25/2019	Well # 7 REHAB 100HP Vertical HS US Motor, & new Bowl Assembly	Mobilization / Demobilization, setup equipment, F&I new Well Pump equipment, (11) 10"x10' Wall Column Piping, (2) 10"x5' Wall Column Piping, (12) bearing insets, (11) 1.25"x10' 316Ss Lineshaft w/ couplings, (2) 1/25"x5' 316Ss Lineshaft w/ couplings. F&I new Bowl Assembly 14RHMC, 2STG w/Strainer, remove stuffing box and replace bushings. Dismantle & clean parts, 100HP Vertical HS US Motor, 405TP, 460V, sandblast, and paint parts, perform mechanical inspections, record findings, electrical test, dynamically balance Rotor, new thrust bearing, ball bearing, Assemble unit, reinstall equipment.
8/12/2019	Well # 7 Pull 100HP VT, Perform Downhole Well Video	Mobilization / Demobilization, setup equipment, pull 100 Vertical Turbine, setup perform Downhole Video to inspect well casing, seat and borehole, provide report on findings.
2/8/2017	Well # 4 Pull 40HP VT Pump / Motor	Mobilization / Demobilization, setup equipment, pull pumping equipment, Vertical Hollow Shaft 40HP Motor for repairs. Dismantle, clean and inspect all parts, and electrically test windings. Sandblast, and epoxy coat, rewind stator, varnish dip and bake windings, dynamically balance motor. 40HP Vertical HS US Motor / Frame 324TP / Model # CAT#H40V2BLF-C 230/460 Volt
7/7/2016	Well # 4 Remove 40HP Motor and pull up top column of Pump	Mobilization / Demobilization, setup equipment, remove 40HP Motor and pull up top column of pump, remove shaft, stuffing box a top spider bearing. Re-work Stuffing Box w/ new Sleeve, install 416 SS Inner Shaft, Spider Bearing and new Packing.

WELL CONSTRUCTION PROJECTS and REFERENCES



TWP

Thompson Well & Pump, Inc.

Project Name:	Zellwood Water Users, Inc. , RD Water System Improvements, Part A- WTP No. 1 and WTP No. 2
Owner:	Zellwood Water Users, Inc.
Contact:	SGS Contracting Services, Inc. (Prime Contractor)
Address:	P.O. Box 908 – High Springs, FL 32655
Telephone #:	Office (386) 361-5300 Mobile (352) 474-0918 email: joby@sgscsi.com
Completed on Schedule:	Yes Date: April 2019
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new potable water supply production well with a borehole open in the Upper Floridian Aquifer. Included well development, step test, aquifer performance testing, geophysical and video logging, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.
Project Site:	5249 King Avenue, Zellwood, FL 32798
Well(s) Details:	Installed 83' of 20" pit casing , Drilled 19" borehole to 168', set and grout 168' of 10" black steel production casing, , Drilled 10" borehole from 168' to a total depth of 425'.

Project Name:	UCF Academic Villages
Owner:	UCF Board of Trustees (University of Central Florida)
Contact:	Steve Buskirk, Sr. Project Manager / Jack Jennings & Sons, Inc. / Prime Contractor
Address:	4000 Central Florida Blvd.
Telephone #:	Office: 407-896-8181 Cell #: 407-467-7918 Fax: 407-894-7806
Completed on Schedule:	Yes Date: June 2014
Scope of Work:	(1) Construction, permitting, development, testing and logging of one new 14-inch (14") geothermal source production well installed in to the lower portion of the Upper Floridan aquifer. Cased Depth 380ft. / Total Well Depth 520ft. (2) Construction, permitting, development, testing and logging of one new 16-inch (16") geothermal injection return well installed into upper portion of the Upper Floridan aquifer. Cased Depth 181ft. / Total Well Depth 500ft.
Project Site:	University of Central Florida / Orlando, FL

Project Name:	Volusia County School High School GWP Well 1B	Bid No.:
Owner:	Volusia County School Board, Florida / Saralee L. Morrissey / Telephone: 386-947-8786 ext. 50770	
Contact:	Joe Roche, President / PPI Charles Perry Construction, LLC / Prime Contractor	
Address:	200 E. Palm Valley Drive / Oviedo, FL 32765	
Telephone #:	386-255-5222 x44308	Fax:
Completed on Schedule:	Yes Date: December 2014	
Scope of Work:	This contract included furnishing all labor, materials, tools, equipment, materials, parts, and supervision for the installation and construction of 1 (1) 12-inch, 1,200 gallon per minute (gpm) cooling system supply well. Includes all testing, pump installation, permits, water testing, well completion reports and submittals for shop drawings, to include Final Closeout documents.	
Project Site:	University High School / Orange City, Florida	

WELL CONSTRUCTION PROJECTS and REFERENCES



Project Name:	Tomoka Woods Water Treatment Plant	Bid No.: 09-10
Owner:	City of DeLand, Florida	
Contact:	Robert Kellogg, President / McMahan Construction Co., Inc. / Prime Contractor	
Address:	123 E. Indiana Avenue /DeLand, FL 32724	
Telephone #:	386-734-1071	Fax: 386-738-2692
Completed on Schedule:	Yes Date: January 2010	
Scope of Work:	This contract included furnishing all labor, materials, to drill and develop four (4) 24" x 16" production wells, testing, installing pumps, and abandonment of two (2) existing wells.	
Project Site:	Tomoka Woods Parkway of NYW 11 N of DeLand	
Well(s) Details:	Installed 81' of 24" steel surface casing , Drilled 23" borehole to 110', furnished, installed and grouted 110' of 16" steel well casing, drilled 15" borehole from 110' to 328' and tested.	

Project Name:	St. Johns County Board of Commissioners, St. Johns County, Florida	Bid No: 09-13
Owner:	Board of County Commissioners / St. Johns County, Florida	
Contact:	Scott Trigg, P.E. / Engineer III / St. Johns Utility Department	
Address:	1205 State Road 16 / St. Augustine, FL 32084	
Telephone #:	904-209-2622	
Completed on Schedule:	Yes Date: February 2010	
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new Floridian Aquifer open borehole production well within the CR 214 Mainland Wellfield. Work included clearing and grubbing; well construction, well development, well testing, geophysical and video logging and the production well, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.	
Project Site:	2160 Water Plant Road / St. Augustine, FL 32084	
Well(s) Details:	Installed 21' of 36" pit casing , Drilled 35" borehole to 98', set and grout 98' of 30" steel surface casing, , Drilled 29" borehole from 98' to 247', Installed 20" PVC Casing from 0' to 247'and grouted, Drilled 19" borehole from 247' to a total depth of 425'	

Project Name:	St. Johns County Board of Commissioners, St. Johns County, Florida	Bid No: 09-13
Owner:	Board of County Commissioners / St. Johns County, Florida	
Contact:	Scott Trigg, P.E. / Engineer III / St. Johns Utility Department	
Address:	1205 State Road 16 / St. Augustine, FL 32084	
Telephone #:	904-209-2622	
Completed on Schedule:	Yes Date: February 2010	
Scope of Work:	This contract included furnishing all labor, materials, equipment, and supervision for the installation of a new Floridian Aquifer open borehole production well within the CR 214 Mainland Wellfield. Work included clearing and grubbing; well construction, well development, well testing, geophysical and video logging and the production well, drill cuttings analysis, water testing and reporting, permitting, preparing and submitting water well completion reports, erosion control countermeasures, site restoration, submittals of show drawings, As-builts, and final closeout documentation for project.	
Project Site:	2160 Water Plant Road / St. Augustine, FL 32084	
Well(s) Details:	Installed 21' of 36" pit casing , Drilled 35" borehole to 98', set and grout 98' of 30" steel surface casing, , Drilled 29" borehole from 98' to 247', Installed 20" PVC Casing from 0' to 247'and grouted, Drilled 19" borehole from 247' to a total depth of 425'	



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Water Well Assessment and Rehabilitation Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for water well assessment and rehabilitation services to two contractors, each for an initial term of three years with renewal clauses for two additional one-year periods.

Background

On August 18, 2020, the City Commission approved the advertisement for Request for Proposals (RFP) for water well assessment and rehabilitation services. On September 30, 2020, three proposals were received. On October 7, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the Chief Water Treatment Plant Operator, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to two companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following two firms be awarded a Water Well Assessment and Rehabilitation Services contract:

- Thompson Well & Pump, Incorporated - DeLand, FL
- Layne Christensen Company - Fort Myers, FL

Discussion

Prequalifying multiple vendors to provide water well assessment and rehabilitation services ensures that the vendors have the required staffing, equipment, qualifications, and experience to complete repairs on the mechanical and electrical components associated with water production wells in a timely and efficient manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards for the state of Florida. As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water production reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 20/21, the funding sources included Water & Wastewater Operating Fund (Water Treatment Plant Repair & Maintenance \$180,000), as well as the Capital Project Fund (Water - General Facility and System Upgrades \$175,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency water well repair and rehabilitation services reduces the time for water production wells to be out of service. Thus, the reliability of utility service is improved, benefitting our customer base. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff requests City Commission approval of the continuing contracts to Thompson Well & Pump and Layne Christensen Company for water well assessment and rehabilitation services.

Attachments:

- 20-182 Water Well Assessment As Needed Svcs (P20-0196G) (PDF)
- Layne Christensen Agreement (PDF)
- Thompson Well & Pump Agr (PDF)
- 2020-29 RFP score sheet totals (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/26/2020


Claire Whitley, Assistant City Manager 11/18/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 11/25/2020



RFP Evaluation Summary

Project: Water Well Assesment and Rehabilitation Services

RFP Number: 2020-29

Date & Time: October 7, 2020 10:00am

The RFP's were scored on the following criteria:

Technical Qualifications (0 - 20 points)

Experience (0-20 points)

Capability & Past Performance (0-20 points)

Location (0-20 points)

Pricing (0-20 points)

Summary																	
Firm	*Technical Qualifications **(060 pts)			*Experience** (0-60 pts)			*Capability & Past Performance **(0-60 pts)			Location **(0-60 pts)			* Pricing **(0-60 pts)			**Total	Rank
THOMPSON WELL & PUMP, INC.	B	RB	RS	B	RB	RS	B	RB	RS	B	RB	RS	B	RB	RS	95 96 90	276 1
LAYNE CHRISTENSEN COMPANY	20	20	19	19	20	16	20	5	17	5	5	5	15	5	12	79 55 69	202 2
A. C. SCHULTES OF FLORIDA, INC.	20	15	15	19	15	15	18	10	15	5	5	5	10	10	15	72 55 65	192 3

* Note that the total number in the criteria boxes are a total of all 3 members on committee.

** Note that the total is a combination of all criteria added together (maximum of 300 total).

Robert Schattie
Purchasing Coordinator

Roger Smith 10/7/20
Van Burk 10/7/20.
Hobbs 10/7/20



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Process Control and Instrumentation (SCADA)		
Summary:	In December 2020, the City Commission awarded a contract to CEC Controls Company, Inc. and Revere Control Systems, Inc. for process control system, equipment, and instrumentation repair services on an as needed basis regarding the SCADA system, instrumentation and programmable logic controllers, and related utilities infrastructure. A SCADA system is a combination of hardware and software that enables industrial process automation by capturing Operational Technology (OT) real-time data. SCADA connects the sensors that monitor equipment like motors, pumps, and valves to an onsite or remote server. The agreement provides for a 3-year contract with 2 additional one-year renewals; this item requests approval to proceed with the first renewal period. SCADA is an acronym for Supervisory Control And Data Acquisition. This is software that allows an operator to monitor the various plant operations and adjust control settings to keep the process at operating parameters. SCADA also allows staff to remotely monitor and control sewage pumping stations, stormwater pumping stations and water production wells. This allows managers to make informed decisions in real-time during emergency situations. Additionally, SCADA will alert when there is a failure at a sewage pumping station. This allows staff to effect repairs prior to a sewage spill.		
Financial Impact:	Fund 401-Water & Wastewater Operating contains \$325,000 for repair and maintenance of Water Treatment Plant and Water Reclamation Facility instrumentation, programmable logic controllers, and related infrastructure.		

Citizen Impact:	Repair and maintenance of this equipment and instrumentation is necessary for safe and efficient operations.	
Recommended Action (Staff, Advisory Board and/or Other):	This serves as public notification of the intent to renew the contract for an additional year, unless otherwise directed by the City Commission.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. RES 2020-183-CEC & Revere	
Approval:	Kelly McGuire, Finance Director	11/15/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/29/2023

RESOLUTION NO. 2020-183

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH TWO PROFESSIONAL FIRMS FOR PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-30; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-30) for process control system, equipment and instrumentation repair services on an as needed basis regarding the Supervisory Control and Data Acquisition (SCADA) system, instrumentation and programmable logic controllers and related utilities infrastructure (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with two (2) firms to provide the aforescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City’s professional staff recommends that the City Commission accept the proposals of CEC Controls Company, Inc. and Revere Control Systems, Inc. to provide repair services on an as-needed basis for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$350,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, the Wastewater Treatment Plant Repair and Maintenance Fund, and the Capital Project Fund and the said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with CEC Controls Company, Inc. to provide process control system, equipment and instrumentation repair services on an as needed basis regarding the SCADA system, instrumentation and programmable logic controllers and related utilities infrastructure.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Revere Control Systems, Inc. to provide process control system, equipment and instrumentation repair services on an as needed basis regarding the SCADA system, instrumentation and programmable logic controllers and related utilities infrastructure.

SECTION THREE. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with CEC Controls Company, Inc. and Revere Control Systems, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.



BILL PARTINGTON
Mayor

ATTEST:



COLBY J. CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **CEC Controls Company, Inc.** ("Contractor"), 5306 4th Avenue Circle East, Bradenton, FL 34208, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP #2020-30 "Process Control System, Equipment & Instrumentation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options, unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

CEC Controls Company, Inc.
Mark Bilbrey, Project Controls Manager
5306 4th Avenue Circle East
Bradenton, FL 34208

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate*
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence
	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
 21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
 22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 8 day of JANUARY, 2021.

Witnesses:

CEC CONTROLS COMPANY, INC.

Brianna Hale
Print Name: BRIANNA HALE

By: Mike Sobacki
Print Name: MIKE SOBECKI
Title: OPERATIONS MGR

Linda S. Updike
Print Name: LINDA S. UPDIKE

Attest: Richard Burnell
Print Name: RICHARD BURNELL
Title: CONTROLLER



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES

RFP NUMBER: 2020-30

RFP DUE DATE & TIME: September 30, 2020 at 2:30 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 17, 2020 at 2:00 p.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Wood Automation - CEC Controls

PROPOSER'S MAILING ADDRESS: 5306 4th Avenue Circle East

CITY-STATE-ZIP: Bradenton FL 34208

F.E.I.N.: 38-1846671

PHONE NUMBER: 941-803-9464

EMAIL: mark.bilbrey@woodplc.com

If returning as a "No Proposal", please state reason (s): na

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)

Mark Bilbrey

NAME (TYPED)

Project Controls Manager

TITLE

September 30, 2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
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CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an “as needed basis” for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City’s Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City’s treatment plants, well sites, storage tanks, and pump stations. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as **“PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES”** and reference **RFP No. 2020-30** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extend outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 39 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this

contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

(1) General Overview

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. The scope of work under this contract shall include services in the areas of **(2) Preventative Maintenance**, **(3) Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC's), and **(4) Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work**, as detailed in **(6) Current Inventory for the Utilities Division Facilities**, and **(7) Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

(2) Preventative Maintenance Service

1. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City's SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.
2. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.
3. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.
4. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.
5. The successful offeror will supply all labor, vehicles, tools, testing

equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.

6. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.
7. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

(3) Routine Repairs and Advanced Programming Services

1. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).
2. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
 - c. Routine repair work scheduled in advance is defined as: Monday

through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

(4) Emergency Repairs and Programming Services

1. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.
2. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*
3. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system troubleshooting and repair.
4. The City shall authorize any repairs that are necessary to return any equipment to operating status.

(5) Parts and Materials Used

1. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.
2. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.
3. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.
4. The Contractor shall guarantee OEM replacements parts for a period of one

(1) year after the repair work is complete.

(6) Current Inventory for Utilities Division Facilities

This is a list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, i indicated below.

Water Treatment Facility

1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
2. Sand Filter Building: Allen Bradley CompactLogix
3. High Service Pump Station: Emerson Controlwave PAC
4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

1. Division 4D: Emerson Micro
2. Division 5D: Emerson Micro
3. Division 8D: Emerson 3305
4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro
16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro

36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro
66. LS-VGO (Villagio): Emerson Micro
67. LS-WM (Walmart): Emerson Micro
68. LS-CRN (Crown): Emerson Micro
69. LS-RB (River Bend): Emerson Micro
70. LS-CP (City Provs): Emerson Micro
71. LS-DC: Emerson 3305
72. LS-HR: Emerson Micro
73. BSAIR: Emerson Micro
74. LS-HW: Emerson Micro
75. LS-RO: Emerson Micro
76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

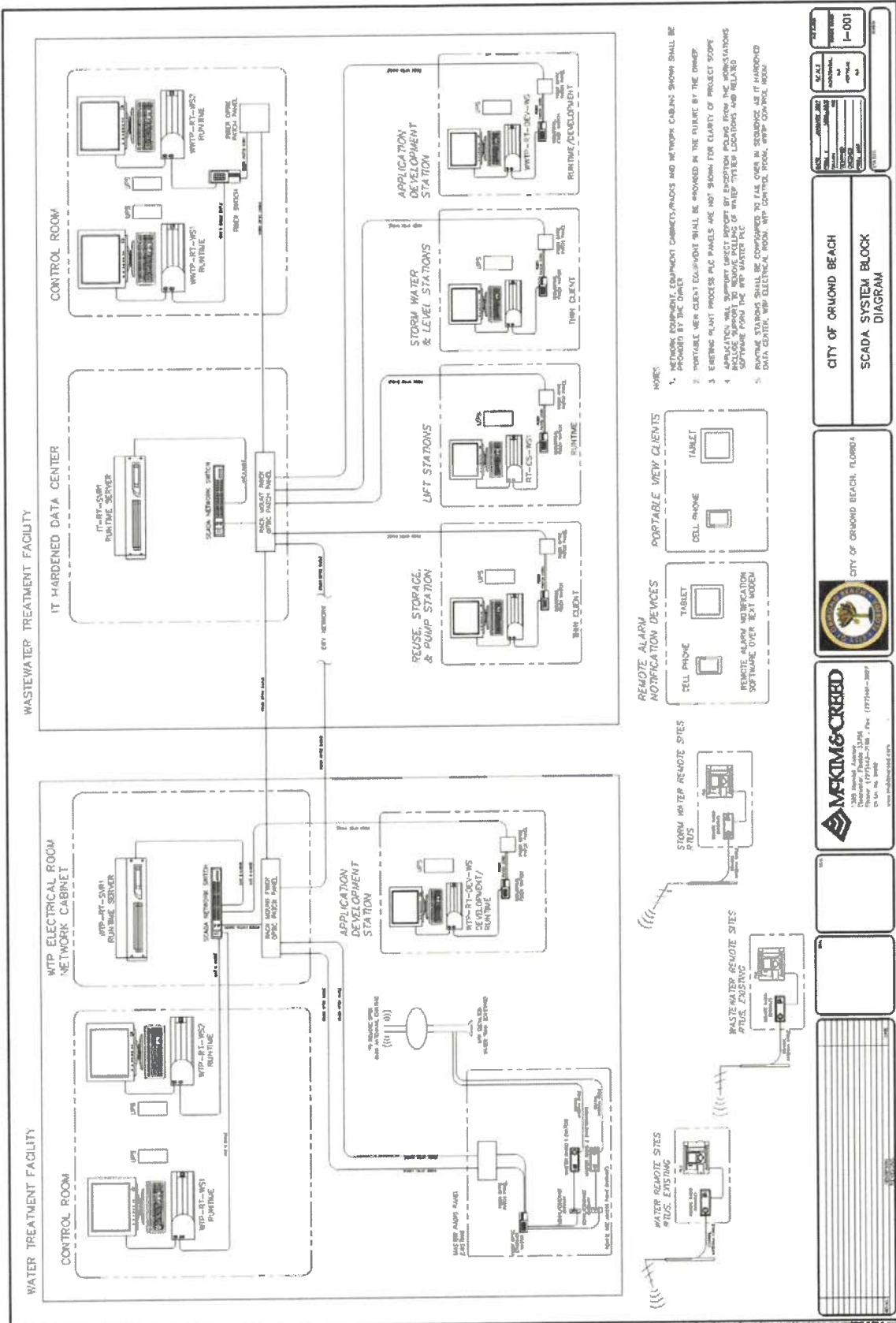
1. Orchard St. High Service: Emerson Micro
2. Breakaway Trails: Emerson Micro
3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

(7) Supplemental Information for Utilities Division Facilities

1. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.



2. The City presently uses VTScada 11.3 software by Trihedral, Inc. as its SCADA system software platform.
3. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.
4. VTScada 11.3 software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).
5. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.

(8) Contractor Qualifications

1. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada 11.3, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.
2. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.

- b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
- 3. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.
 - 4. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
 - 5. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
 - 6. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.
 - 7. The Contractor's personnel working on-site at any City facility must be full-time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
 - 8. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

(9) Security and Proprietary Information

1. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
2. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting City business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - e. Port scanning or security scanning.
 - f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.
 - g. Circumventing user authentication or security of any host, network or account.

- h. Introducing honeypots, honeynets, or similar technology on the City's network.
- i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or City-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate City Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

(10) System Continuity

- 1. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
- 2. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

(11) Training

In the event, the successful offeror installs new equipment, software or system programming, they shall be responsible to provide City a hard copy and electronic training material and user manuals.

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:30 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Proposer’s Statement of Qualification: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN;

number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- e. Profile or Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

C. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES", in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

- a. Qualifications, Capabilities, and Experience of the Firm
 - i. Describe your firm's history and the organizational structure of the team established to manage the project.

This is to include the administrative operation and key personnel and their area of responsibility.

- ii. Describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and effective employee performance and training.
- iii. Provide information of your top five customers.
- iv. List the last three (3) contracts held comparable to this specific project and related experience accomplished by the proposer firm. Indicate:
 - Client Name, address, and telephone number
 - Principal/Project Manager in charge, licensing/certifications, various team positions
 - Description of the contract including;
 - Contract objective(s)/accomplishments
 - Challenges encountered, resolutions
 - Contract starting and ending dates
- v. Comment on other areas which make your firm different from your competitors.

D. Cost Schedule

Bidders shall provide a comprehensive **“RATE SCHEDULE.”** Bidders are given the option of developing and submitting their own **“RATE SCHEDULE”** that best reflects their company structure OR bidders may complete the table entitled **“RATE SCHEDULE,”** which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the **“RATE SCHEDULE”** table provided in the specifications, **“ISA”** refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term **“Straight Time”** shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, **“Overtime”** shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. **“EI”** refers to an Engineering Intern while **“PE”** refers to a Professional Engineer licensed in the State of Florida.

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$ 70.00
1b	AutoCAD Design Rate (Overtime)	\$ 88.00
1c	AutoCAD Design Rate (Travel time)	\$ 65.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$ 95.00
2b	Controls Engineer (EI) Design Rate (Overtime)	\$ 115.00
2c	Controls Engineer (EI) Design Rate (Travel time)	\$ 75.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$ 150.00
3b	Controls Engineer (PE) Design Rate (Overtime)	\$ 185.00
3c	Controls Engineer (PE) Design Rate (Travel time)	\$ 100.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$ 120.00
4b	Controls Engineer (EI) Field Rate (Overtime)	\$ 150.00
4c	Controls Engineer (EI) Field Rate (Travel time)	\$ 75.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$ 175.00
5b	Controls Engineer (PE) Field Rate (Overtime)	\$ 175.00
5c	Controls Engineer (PE) Field Rate (Travel time)	\$ 100.00
6a	ISA Level III Technician Apprentice (Straight Time)	\$ 120.00
6b	ISA Level III Technician Apprentice (Overtime)	\$ 150.00
6c	ISA Level III Technician Apprentice (Travel time)	\$ 75.00
7a	ISA Level III Certified Technician (Straight Time)	\$ 150.00
7b	ISA Level III Certified Technician (Overtime)	\$ 175.00
7c	ISA Level III Certified Technician (Travel time)	\$ 75.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	\$ 110.00
8b	Project Manager Rate (Overtime)	\$ 135.00
8c	Project Manager Rate (Travel time)	\$ 75.00
	Above rates are by Wood Automation & Controls-CEC Controls Bradenton Florida	
	Use additional sheets for other titles, as necessary	

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

- | | | |
|----|------------------|-----|
| A. | Cost Schedule | 20% |
| B. | Experience | 20% |
| C. | Qualifications | 20% |
| D. | Capability | 20% |
| E. | Past Performance | 20% |

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. 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.
- F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30**

**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.

Wood Automation & Control - CEC Controls

COMPANY NAME



AUTHORIZED SIGNATURE

Mark Bilbrey

NAME (PRINT OR TYPE)

Process Controls Manager

TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Wood Automation & Control - CEC Controls

Company Name

W.A.C. Controls

Authorized Signature

Mark Bilbrey

Print Name

Process Controls Manager

Title



PROCESS CONTROL SYSTEM EQUIPMENT & INSTRUMENTATION SERVICES

CEC Controls/Wood Automation

5306 4th Avenue Circle East

Bradenton FL 34208

Mark Bilbrey

Direct Ph#: 941-444-4167

Cell Ph#: 615-207-2409

September 30, 2020



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City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Wood Automation - CEC Controls

PROPOSER'S MAILING ADDRESS: 5306 4th Avenue Circle East

CITY-STATE-ZIP: Bradenton FL 34208

F.E.I.N.: 38-1846671

PHONE NUMBER: 941-803-9464

EMAIL: mark.bilbrey@woodplc.com

If returning as a "No Proposal", please state reason (s): na

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)

Mark Bilbrey

NAME (TYPED)

Project Controls Manager

TITLE

September 30, 2020

DATED

PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30
RATE SCHEDULE

	JOB TITLE	HOURLY RATE
	DESIGN RATES (OFFICE) (1, 2 & 3)	
1a	AutoCAD Design Rate (Straight Time)	\$ 70.00
1b	AutoCAD Design Rate (Overtime)	\$ 88.00
1c	AutoCAD Design Rate (Travel time)	\$ 65.00
2a	Controls Engineer (EI) Design Rate (Straight Time)	\$ 95.00
2b	Controls Engineer (EI) Design Rate (Overtime)	\$ 115.00
2c	Controls Engineer (EI) Design Rate (Travel time)	\$ 75.00
3a	Controls Engineer (PE) Design Rate (Straight Time)	\$ 150.00
3b	Controls Engineer (PE) Design Rate (Overtime)	\$ 185.00
3c	Controls Engineer (PE) Design Rate (Travel time)	\$ 100.00
	FIELD RATES (4, 5, 6 & 7)	
4a	Controls Engineer (EI) Field Rate (Straight Time)	\$ 120.00
4b	Controls Engineer (EI) Field Rate (Overtime)	\$ 150.00
4c	Controls Engineer (EI) Field Rate (Travel time)	\$ 75.00
5a	Controls Engineer (PE) Field Rate (Straight Time)	\$ 175.00
5b	Controls Engineer (PE) Field Rate (Overtime)	\$ 175.00
5c	Controls Engineer (PE) Field Rate (Travel time)	\$ 100.00
6a	ISA Level III Technician Apprentice (Straight Time)	\$ 120.00
6b	ISA Level III Technician Apprentice (Overtime)	\$ 150.00
6c	ISA Level III Technician Apprentice (Travel time)	\$ 75.00
7a	ISA Level III Certified Technician (Straight Time)	\$ 150.00
7b	ISA Level III Certified Technician (Overtime)	\$ 175.00
7c	ISA Level III Certified Technician (Travel time)	\$ 75.00
	PROJECT MANAGER (8)	
8a	Project Manager Rate (Straight Time)	\$ 110.00
8b	Project Manager Rate (Overtime)	\$ 135.00
8c	Project Manager Rate (Travel time)	\$ 75.00
	Above rates are by Wood Automation & Controls-CEC Controls	
	Bradenton Florida	
	Use additional sheets for other titles, as necessary	



Wood Automation & Control/CEC Controls Qualifications:

Proposer Information

Proposer name: Wood Automation – CEC Controls

Proposer address: 5305 4th Avenue Circle East
Bradenton FL 34208

Proposer FEIN: 38-1846671

Wood Automation & Control /CEC Controls History:

CEC Controls, a Wood Group Company, originally founded in 1966 and acquired by the Wood Group in 2017, specializes in the design, build, and field implementation of Process Instrumentation & Control and SCADA Systems for the Water and Wastewater sector. CEC Controls also provides Control Systems for Industrial Automation Clients including Material Handling Systems, Special Machine Controls, and Vision Inspection Systems. CEC Controls is a full-service systems integration company, experienced in doing multi-million-dollar Process and Industrial Control Systems. Each of the systems we build utilizes the latest, state-of-the art technology and software available for our industry.

CEC Controls has 14 remote engineering & service offices, which are located in **Bradenton, Florida**; Atlanta, GA; Chicago, IL; Kansas City, MO; Nashville, TN; Louisville, KY; Norfolk, VA; Oakville, Ontario; Wixom, MI and Silao, Mexico to further support our wide customer base. Our headquarters is located in Warren, MI. UL panel shops are located in Warren, MI and **Palmetto, Florida**. CSA approved panel shop is located in our Canada office. CEC Controls builds an average of 2500 panels per year.

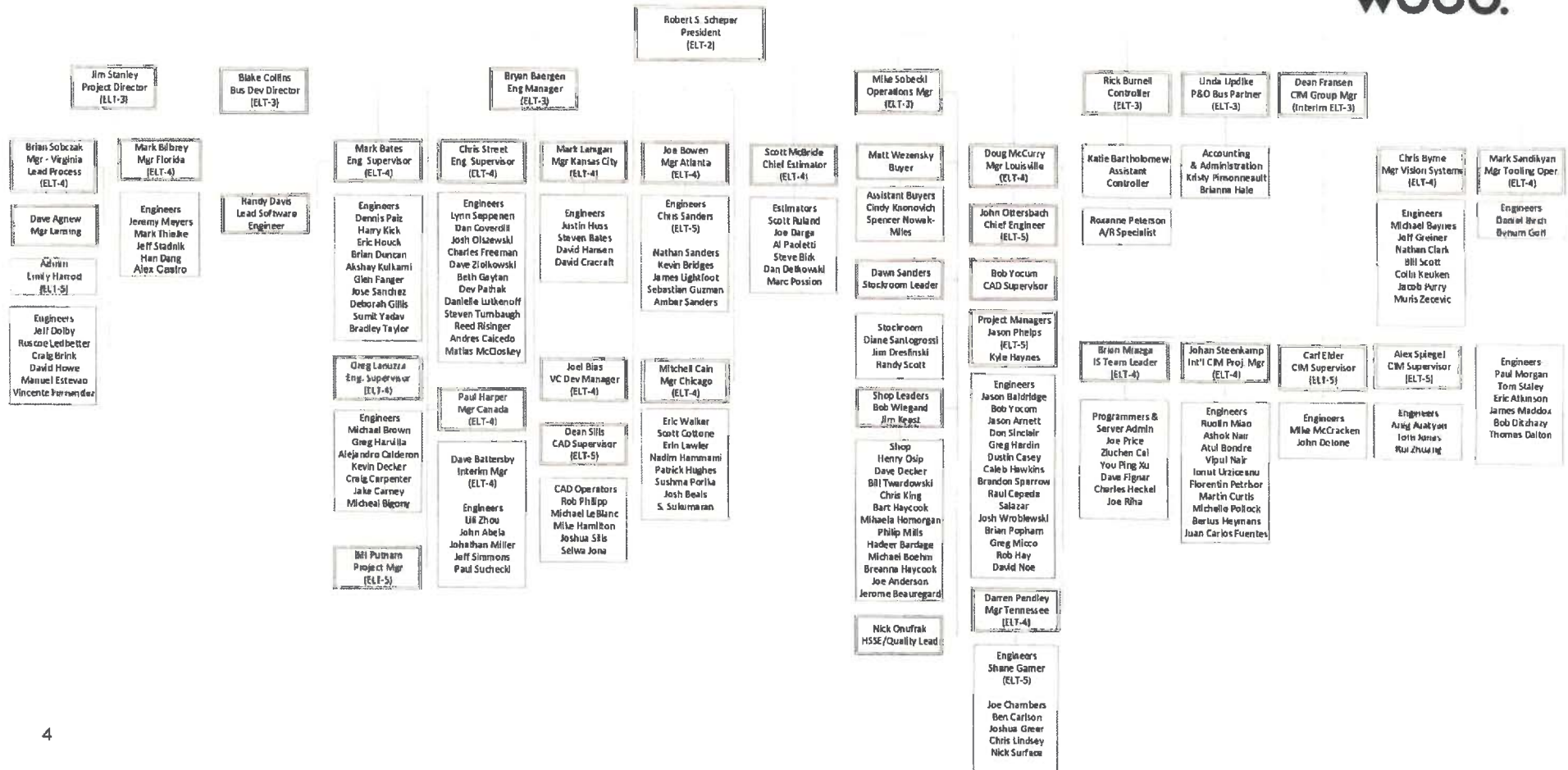
Our History



Company Organizational Chart



wood.





Work history specific to this RFP:

The number of years CEC Controls has been in business in work specific to this RFP is eleven (11) years. In 2009 our process controls division was formed and one of its major focus's was on the municipal controls marketplace. Since then we have provided assistance, maintenance, troubleshooting and overall controls support to our customers. We have a number of personnel who have been involved in this type of work for 30 plus years.

Work completion statement:

CEC Controls has never failed to complete work awarded to our company due to our lack of ability to perform. We have stopped work due to our customer's scheduling changes or due to our customer's lack of funding to continue a given project. Our intent in every case was to return to the project and complete our work once the customer was able to continue.

Five (5) year history of claims, arbitrations, administrative hearings and lawsuits:

No occurrences in a five year time frame.

History of all criminal proceedings or hearings concerning business related offenses in which the proposer, its principals or officers or predecessor organization(s) were defendants:

No occurrences of this type.

History of convictions of a Public Entity Crime in which the proposer, its principals, officers or predecessor organization(s) were debarred or suspended from bidding by any government entity:

No accusations or convictions of a Public Entity Crime the proposer, its principals, officers or predecessor organization(s)

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30**

**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.

Wood Automation & Control - CEC Controls

COMPANY NAME



AUTHORIZED SIGNATURE

Mark Bilbrey

NAME (PRINT OR TYPE)

Process Controls Manager

TITLE



TRANSMITTAL LETTER

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

September 30, 2020

Reference: RFP NUMBER 2020-30

CEC Controls understands that this proposal (RFP# 2020-30) is to provide on an "as needed basis" service for the instruments and controls at Ormond Beach's water and wastewater facilities. The work is to provide for preventive maintenance on the controls and routine repairs as necessary. CEC Controls will also provide programming (advanced or otherwise) which may involve PLCs, SCADA screens and radio telemetry. CEC Controls will also perform emergency repairs and programming, responding within the timeframe laid out in the RFP.

All work will be performed per the City's direction and per the RFP's time schedule. Work is to be documented and reported to the City. Prior to the start of any repair a scope will be supplied for review and approval.

CEC Controls will supply all labor, vehicles, tools, testing equipment and parts, which satisfy manufacturer's applicable requirements. The City will have the option to provide the parts if so desired.

CEC Controls is committed to perform the work within the time period specified in this RFP. We will have personnel that are designated as primary to the work at Ormond Beach but will also have secondary personnel capable of performing the required work. This arrangement will ensure a timely response in made in any situation.

CEC Controls is an excellent choice to perform the service and work specified in RFP 2020-30. We have experience in the Ormond Beach facilities. Our experience and understanding of the ControlWave RTU/PLC platform makes us a superior choice for the technical aspects of the requirements. We have done multiple projects using VT SCADA software. We have experience with a broad selection of field instruments, including installation, startup, calibration and maintenance. We have personnel that are experienced in data networking and data devices. Our technical strong points blanket the requirements of this work.

In addition, we believe communication and relationship to be key components in providing the service you desire. Any success we have will be a direct result of your success. The primary goal will be to provide the service you need and require. Close communications and teamwork will be critical as we achieve the success you want.

CEC Controls acknowledges that the proposal is a firm and irrevocable offer for the engagement period. "The term of this contract shall be for an initial three (3) year agreement. The Contract shall be automatically renewed for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years."

Thank you

Mark Bilbrey
Process Controls Engineering Manger



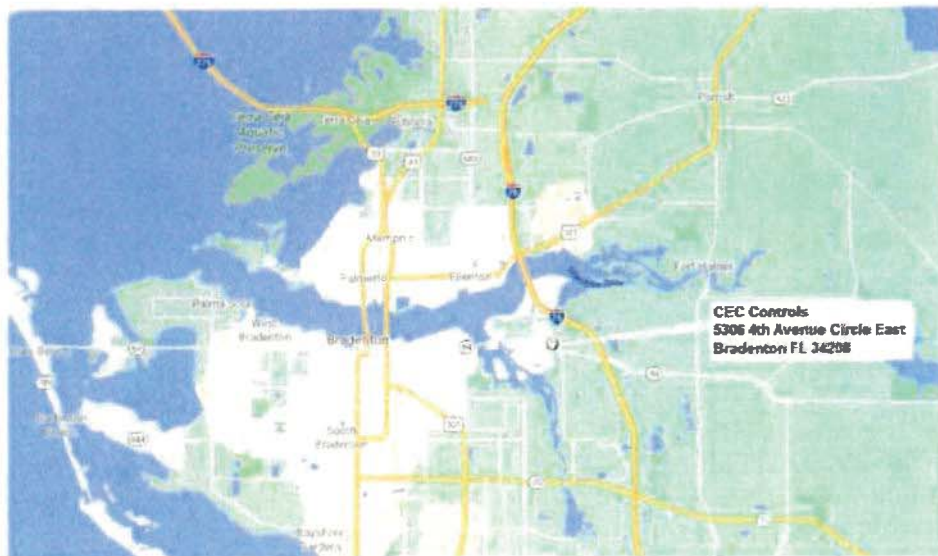
Wood Automation & Controls/CEC Controls Profile

Wood is international in size – Global Headquarters
15 Justice Mill Lane
Aberdeen
AB11 6EQ
United Kingdom

Wood Overview



Wood/CEC Controls in Bradenton is a local office focusing on Florida.





Bradenton office staff (& professional staff) including staff experience for this project:

Resumes (on following pages):

Mark Bilbrey	Process Controls Engineering Manager	Page 10
Alex Castro	Process Controls Engineer	Page 12
Jeff Stadnik	Process Controls Engineer	Page 14
Jeremy Meyers	Process Controls Engineer	Page 16
Han Dang	Process Controls Engineer	Page 18
Mark Thielke	Process Controls Engineer	Page 20

Mark Bilbrey

Process Controls Engineering Manager



Summary

Years of Experience

30+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Waste Management

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing

Areas of Expertise

- Process Automation
- Controls & Instrumentation
 - Design
 - Startup
 - Troubleshooting
- Communications and Networking Design
- SCADA Systems
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering Professional with extensive field experience in design, programming & commissioning a wide range of systems.

Qualifications

Education

Middle Tennessee State College – Industrial Studies

Nashville State Technical Community College – Industrial Studies

Registrations / Certifications / Licenses

VTScada Certified

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-5, SLC, Micro, Compact, ControlLogix)
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer
- Siemens: Step 7, TIA Portal
- SCADA/Data Collection: VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, FactoryTalk Historian
- HMI: AB PanelView, Maple, C-More, EZ Touch
- VFD: Allen Bradley, Eaton, Cutler Hammer, Yaskawa, Mitsubishi, ABB
- Industrial Networks: Ethernet IP, DeviceNet, DataHighway Plus, Profibus, Profinet, Modbus TCP/RTU, CAN (J1939), RS-232/485/422
- Telemetry: Phoenix Contact, MDS/GE



Mark Bilbrey

Process Controls Engineering Manager



Experience

Project Manager

SPSA Regional Landfill

Provided project management and startup support of SCADA and Control System for leachate collection and pumping. PLC Platform - Rockwell CompactLogix PLC's, SCADA Application – VTScada.

Project Manager

Bayou Meto Pumping Station #1 – Scott, Arkansas

Provided project management and startup support of controls for a new Pump Station designed by the US Army Corps of Engineer on the Arkansas River. The pump station project is part of this system to address problems with agricultural flooding, loss of environmental resources, and the depletion of the alluvial aquifer, which provides essentially all the water used for agricultural irrigation and supports area wetlands in central Arkansas. The pump station has four large and two small pumps providing 1750 cfs, using self-priming Patterson pumps in a six-bay configuration. The system is Allen Bradley ControlLogix and a FactoryTalk SCADA system. CEC Controls worked closely with the Army Corps of Engineers to complete this project.

Project Manager

Picayune Strand Everglades Restoration Project – Merritt Pumping Station

Provided project management and startup support of overall SCADA and Controls for 810 CFS Pumping station along with sub-systems controls to support 2- 75 CFS Electric and 4 - 220 CFS Diesel pumps. Diesel and electric pump controls, Lube and Cooling water systems controls, Trash Rake & Tank Farm Control interface to SCADA. Instrumentation - Level, Pressure, Flow, Temperature. The system is Rockwell ControlLogix with Schneider Electric-Telvent SCADA Application.

Project Manager

Lee County Olga WTP Reservoir

Provided project management and startup support for new SCADA Controls, a new PLC Panel and modifications to existing system for New Bleach Alum, PAC Systems, and Chem feed systems. Instrumentation - Level, Flow, Pressure. The PLC platform was Rockwell CompactLogix - SCADA Application – Schneider Electric - Citect.

Project Manager

Manatee County - SWWRF

Provided project management and startup support of retrofitting of two primary wastewater clarifiers to remove nitrogen at the Water Reclamation Facility and included: SCADA and Controls for Mixers in anoxic basins, NRCY (Nitrified Mixed Liquor Recycling) pumps in the aeration basins and new blowers. Instrumentation – Level, Flow, Pressure, Analytics (Dissolved Oxygen, Ammonia Analyzer, Nitrate Analyzer, Methane Gas Detection) PLC Platform – Rockwell SLC. SCADA Application – Schneider Electric - Citect.

Project Manager

RO System: LaBelle FL

Provided project management and startup support of new 1.5 MGD membrane Water Treatment Plant - Programmed and commissioned all PLC and SCADA systems for Remote Wells, and High Service Pumps. Chem feed systems. Instrumentation - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual) SCADA Application – VTScada. PLC Platform – Rockwell SLC

Alexandre T Castro

Process Control Engineer



Summary

Years of Experience

18+

Industries

- Water/ Wastewater (Industrial and Municipal)
- Automotive
- Oil and Gas
- Food and Beverage

Types of Facilities

- Automotive (Body Shop, Assembly line)
- Offshore
- Water/Wastewater Treatment
- Utility and Facility

Areas of Expertise

- Advanced Process Control Automation
- Control Engineering, Design, Startup & Tuning
- Instrumentation and Electrical Design
- HART, Profibus DP, ControlNet, Device Net, Modbus TCP, Modbus RTU, Ethernet / IP, OPC
- Process Optimization, Process Tuning
- Process Simulation
- Offshore commissioning
- PLC Programming & Conversions
- Specification Development

Qualifications

Education

Master of Science in Production Engineering
Bachelor of Science in Electrical Engineering Technology
MBA in Business Management

Software / Skills

- Rockwell Automation PLC and HMI
- Siemens TIA Portal, Step 7 and WinCC, APACS
- Modicon Quantum and Concept PLC
- Wonderware Archestra Suite and Intouch HMI
- Wonderware Industrial SQL and MES software
- Intellution iFix and Fix32
- Homer PLC
- ControlWave micro RTU
- Proface HMI
- AutoCAD Electrical
- Microsoft Access and Excel



Alexandre T Castro

Process Control Engineer



Experience

Control Process Engineer

i3Automations

Programming with Siemens S7 TIA Portal. Projects included Front/Rear bumpers machines, Injection molding machine in Alabama.

Projects have included Water/Wastewater Treatment Facilities in Ormond Beach, FL, Tuscaloosa, AL, Vance, AL.

Controls Engineer

King Automation

Commissioning several automotive plants:

Daimler (Mercedes Benz) New Body Shop // ▪ BMW F15/F16/F25/F26 Body Shop SSB
Vance, AL - USA // Spartanburg, SC - USA

As a PLC Coordinator at Mercedes Benz my goal was to deliver specialized technical commissioning for whole body shop in my area of expertise and enable the team to evolve and grow, schedule control changes, perform minor control changes to the automation process.

Also functioned as a Field Engineer, developing programming logic, providing start up support of production lines.

Project Coordinator

PSA Groupe

Responsible for the coordination of projects for the implementation of Utilities, electrical infrastructure and automation using the PMI methodology.

Design of policies and strategies for the acquisition of equipment and facilities, guiding and preparing technical specifications, negotiation of deadlines, conditions of delivery and production, analysis of technical proposals of suppliers and approval of acquisition with the objective of optimizing investments and finding the best solutions, considering business vision, technical vision and cost-benefit.

Automation Analyst

Rockwell Automation

Full startup and commissioning services of large oil and gas plants.

Planning and execution of commissioning. Hardware's and Software's involved in the commissioning period of large processes: Fieldbus Networks Foundation, Device Net (RS NetWorx), ControlNet, Ethernet, RS485, CLPs of the SLC500, CompactLogix (1768 controller), ControlLogix (5580 and 5570 controllers) and Micro 870 controller families. AC and DC drives.

CCM: E3 Plus Electronic Overload Relays (Device Net)

Supervisory systems: RSView32, Factory Talk, IFIX.

Jeffrey R Stadnik

Control Systems Engineer



Summary

Years of Experience

30+

Industries

- Water/ Wastewater (Industrial and Municipal)
- Glass / Steel / Aluminum
- Nuclear and Fossil Fuel Power / BOP
- Combustion Processes
- Automotive
- Plastics and PU
- Environmental
- Medical
- Food and Beverage
- Semiconductor

Types of Facilities

- Chemical and Petrochemical Plants and Refineries
- Manufacturing and Packaging (Food and Beverage, Automotive Supply Chain, Appliance, Steel/Aluminum, Glass, Semiconductor, Medical Devices)
- Water/Wastewater Treatment
- Thermal Drying, Melting and Heat Treatment
- Biogas and Environmental Treatment

Areas of Expertise

- Advanced Process Automation
- Control Engineering, Design, Startup & Tuning
- Instrumentation and Electrical Design
- HART, Profibus DP, ControlNet, DeviceNet, Modbus TCP, Modbus RTU, Ethernet / IP, OPC
- Process Optimization, Process Tuning
- Process Simulation

Qualifications

Education

Bachelor of Science in Electrical Engineering Technology

Software / Skills

- Rockwell Automation PACS/PLC and HMI
- Siemens TIA Portal, Step 7 and WinCC, APACS
- GE Proficy PACS/PLC and HMI
- Modicon Quantum and Concept PLC
- Wonderware Orchestra Suite and Intouch HMI
- Wonderware Industrial SQL and MES software
- Intellution iFix and Fix32
- Citect HMI
- Ovation DCS and SCADA
- RedLion Crimson HMI
- Proface HMI
- AutoCAD Electrical
- Microsoft Access and Excel



Jeffrey R Stadnik

Control Systems Engineer



Experience

Senior Control System Engineer

Bloom Engineering Company

Programming with Rockwell Studio5000 and Siemens S7 TIA Portal. Projects included Aluminum Melter Controls in Kentucky, South Korea, and UK, and Kiln Dryer in South Korea.

Controls Engineer

Gray Matter Systems

Programming for plant automation project for GE Transportation Project utilized Proficy-ME Plant/PAX

Senior Process and Controls Engineer

Bayer

Electrical Engineering for all area facilities, reviewing current electrical and controls system are in compliance with Bayer Corporate PCT guidelines

Automation and Controls - Electrical commissioning

Andritz Metals

Full startup and commissioning services of 23 melting furnaces for Shandong Nanshan Aluminum Company, Ltd. In Lougkou, Shandong, PRC

Control Systems Specialist

Westinghouse

Software Validation at Westinghouse Nuclear Automation. Develop control logic for CI / BOP areas from SAMA logic for Ovation DCS.

Project Engineer

Andritz Separation, Inc

Supplier of wastewater treatment equipment. Electrical Engineering, Panel and MCC design, PLC Programming and HMI Development.

Projects have included Sludge Drying Facilities in Louisville, KY, Jacksonville, FL, Pinellas, FL, Sacramento, CA, Honolulu, HI, Cary, NC, Bonita Springs, FL Hillsborough County, FL, Manatee County, FL, San Diego, CA.

Facilities Lead Control Engineer,

Corning Glass

Facilities monitoring and controls systems of new LCD glass plant for Corning Display Technologies in Beijing, China. Review design of critical plant sub-systems with Consulting Engineers in China.

Jeremy Meyers

Process Controls Engineer



Summary

Years of Experience

20+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Information Technology
- Waste Management

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing

Areas of Expertise

- Process Automation
- Controls & Instrumentation
 - Design
 - Startup
 - Troubleshooting
- Communications and Networking Design
- System Architecture Design
- SCADA Systems
- MES Systems
- Cloud Solutions
- IoT Solutions
- Software Development
- Process Optimization
- Process Simulation
- Error Proofing
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering & IT Professional with extensive hardware design & software development experience.

Qualifications

Education

Bachelor of Science in Computer Engineering
Kettering University

Registrations / Certifications / Licenses

Ignition Gold, VTScada Advanced, Thin Manager, Stratus, Industrial-IP, ISA, CCA: HTML, CSS, JavaScript, jQuery, MySQL, PHP

Publications / Presentations

Thesis: Fieldbus / Industrial Network Systems Data Transmission Throughput and Protocol Efficiency

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-3, PLC-5, SLC, Micro, Compact, ControlLogix)
- Siemens: Step 7, TIA Portal, WinCC, ProTool Pro, Simatic Manager (S7-200, 300, 400)
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer, GT Designer (Q-Series)
- Schneider Electric: Unity Pro (Modicon M340)
- SCADAPack: E-Configurator, ISAGraf (SCADAPack 350e)
- Emerson: ControlWave Designer, NetView (Bristol Babcock ControlWave PAC / Micro)
- SCADA: Ignition, VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, Wonderware, ClearSCADA, WinCC
- HMI: AB PanelView, Siemens, Maple, Red Lion, EZ Touch, Mitsubishi
- VFD: Allen Bradley, Eaton, Yaskawa, Mitsubishi, Telemechanique
- Industrial Networks: Ethernet IP, DeviceNet, ControlNet, Profibus, Profinet, Modbus TCP/RTU, CAN, AS-I Bus
- Programming Languages: JavaScript, Node, Python, Java, VB, C, C++, C#, Ruby, Swift, SQL, PHP, ASP
- Frameworks: Vue, React, Angular, Serverless, Express, Spring, Rails, Amplify
- Cloud Services: Lambda, EC2, Lightsail, S3, DynamoDB, RDS, CloudFront, CloudWatch, SMS, SNS, SQS, IoT, API Gateway, IAM, Cognito, VPC, Route 53, Elasticache, Alexa, Firebase, Atlas

Jeremy Meyers

Process Controls Engineer



Experience

Software Engineer

Newport News Shipyard - IoT AWS

Responsible for designing AWS cloud architecture service for collecting, monitoring and reporting IoT sensor data used for ship construction. Project utilized serverless framework for deploying software defined resources to the cloud to support the backend, and responsive, SPA Vue JS application for front-end monitoring, configuration and reporting.

Project Engineer

SPSA Regional Landfill

This project added a new SCADA and control system to an existing landfill site. Responsible for the SCADA server architecture design, rack assembly, network configuration and testing. Supervision of the programming for the VTScada, Maple HMI, and CompactLogix PLCs applications.

Controls Engineer

City of Labelle WTP

Responsible for control panel hardware design and PLC / SCADA application development to support the new water treatment plant construction project. Scope included Allen Bradley SLC PLC programming, VTScada development, Instrumentation commissioning, RTU communications.

Controls Engineer

City of Ormond Beach WWTP Expansion

Responsible for control panel hardware design and PLC / SCADA application development to support the wastewater treatment plant expansion project. Scope included Controlwave PLC programming, iFix SCADA development, Fiber installation and testing, Instrumentation commissioning, RTU communications.

Controls Engineer

Ford Final Assembly Plants

Responsible for control panel hardware design and PLC / HMI programming to support automated conveyance systems at many Ford Final Assembly plants. Production monitoring, tracking, and reporting systems design, programming and maintenance. Error Proofing system configuration, installation and maintenance.

Professional History

- Wood | CEC Controls (2005 – Present)
- Cinetic Automation | Ingersoll Rand (1999 – 2004)
- MAC Valves (1998 – 1999)

Han Dang

Process Controls Engineer

(904) 316-1387

Han.Dang@woodplc.com

Summary

Years of Experience

1+

Industries

- Water Treatment
- Wastewater Treatment
- Automotive

Areas of Expertise

- Process Automation
- Controls & Instrumentation
 - Design
 - Startup
 - Troubleshooting
- System Architecture Design
- SCADA Systems
- Software Development
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering & IT Professional with hardware design & software development experience.

Qualifications

Education

Bachelor of Science in Electrical Engineering
University of North Florida (UNF)

Registrations / Certifications / Licenses

E.I.T, Ignition 8.0 CORE Certified, VTScada Advanced, Lean/Six Sigma YELLOW Belt

Software / Skills

- Allen Bradley: RSLogix 500, 5000, RSLink, FactoryTalk View, Studio 5000, Connected Components Workbench
- Siemens: Step 7, TIA Portal, WinCC (S7-1200)
- SCADA: Ignition, VTScada, FactoryTalk View SE, Node-RED
- HMI: Siemens, Allen Bradley FactoryTalk View ME
- VFD: AB PowerFlex
- Languages: JavaScript, Node, VBA, C++, Python, Vietnamese
- Frameworks: Vue JS, Nuxt, Cypress, Serverless

Experience

wood. | CEC Controls

June 2019 – present

Sanibel Donax Water Reclamation Facility Process Improvements Project

- Check and modify electrical drawings for accuracy and shop production assistance
- Purchase, assemble, and set up configuration for instrumentation, including Druck submersible level sensor, Siemens flow transmitter, Siemens ultrasonic level sensor, ABB pressure transmitter, and ABB check valve limit switch
- Commission PLC Control Panel including instrumentation configuration and I/O checkout

OC McLeod Road Transfer Station Project

- Design electrical drawings to automatic and manual control transfer pumps and storage tank
- Develop engineering submittal packages, including bill of materials, drawings, instruments, cutsheets, and user manuals
- Develop PLC programing to control the waste loader traffic lights using Studio 5000
- Prepare testing submittals (UFT, FAT, ORT and SAT) and write training manual

Southwest Water Reclamation Facility Project

- Create instrumentation list and calibration sheets for loop status report
- Design and assemble terminal junction panels and surge protection boxes for 2-wire and 4-wire instrumentation

Han Dang

Process Controls Engineer

(904) 316-1387

Han.Dang@woodplc.com

- Develop engineering submittal packages, including bill of materials, drawings, instruments, cutsheets, and user manuals

Moorse Bridge SCADA Project

- Create mapping IO for Micro 850 PLC using Connected Components Workbench to communicate data over Ethernet network via ModbusTCP
- Develop SCADA applications and alarm systems for monitoring temperature, humidity, and status of generators using Node-RED with JavaScript

Evoqua Leonard Water Treatment Plant Project

- Update Modicon PLC program using Unity Pro XL and FactoryTalk HMI to control Chlorine Dioxide (CLO2) generators

Business Management Web Application Development

- Integrate end-to-end testing programs using Cypress framework
- Incorporate environment variables and multiple configurations between program build environments

Senior Capstone Design (UNF)

August 2018 – May 2019

S&P Ventilation – Fan Spider Bending Project

- Develop bill of materials, design control panel layout and wiring diagrams using AutoCAD Electrical
- Build completely the control panel and troubleshoot electrical wiring system
- Program Siemens PLC and HMI for automatic control of bending machine using TIA Portal

Professional History

- Wood. | CEC Controls, Process Control Engineer at Bradenton, Florida (June 2019 – Present)
- ITG Technologies, Electrical Engineering Intern at Jacksonville, Florida (May 2018 – August 2018)

Mark Thielke

Process Controls Engineer



Summary

Years of Experience

30+

Industries

- Water | Wastewater
- Automotive
- Manufacturing
- Waste Management
- Power

Types of Facilities

- Water Treatment
- Wastewater Treatment
- Lift Stations
- Automotive
- Manufacturing
- Biofuel

Areas of Expertise

- Process Automation
- Controls & Instrumentation
 - Design
 - Startup
 - Troubleshooting
- Communications and Networking Design
- SCADA Systems
- Monitoring and Reporting

Professional Summary

Process Automation, Controls Engineering Professional with extensive field experience in design, programming & commissioning a wide range of systems.

Qualifications

Education

Northwestern Electronics Institute, Minneapolis MN (1980-1982)

Registrations / Certifications / Licenses

VTScada Advanced, USCG veteran

Software / Skills

- Allen Bradley: RSLogix5, 500, 5000, RSLinx, Panelbuilder, RSView, FactoryTalk View SE, ME, Studio 5000. (PLC-5, SLC, Micro, Compact, ControlLogix)
- RTU/DataLogger: Campbell Scientific, Telog, KPSI, Rustrak
- GE: Machine Edition, iFix, Historian, Cimplicity (90/70, Rx3i)
- Mitsubishi: GX Developer
- Emerson: ControlWave Designer, NetView (Bristol Babcock ControlWave PAC / Micro)
- SCADA/Data Collection: VTScada, FactoryTalk View SE, RSView32, iFix, Cimplicity, Citect, KEP Infinilink, Afcon P-CIM, FactoryTalk Historian, ScadaGuard, LoggerNet
- HMI: AB PanelView, Maple, EZ Touch
- VFD: Allen Bradley, Eaton, Cutler Hammer, Yaskawa, Mitsubishi, Telemecanique, ABB, Toshiba, Hitachi, Lenze AC Tech, Square D, Fuji
- Industrial Networks: Ethernet IP, DeviceNet, DataHighway Plus, Profibus, Profinet, Modbus TCP/RTU, CAN, RS-232/485/422
- Telemetry: Phoenix Contact, Phoenix Contact, MDS/GE, Verizon Cell, Elpro, Campbell Scientific

Mark Thielke

Process Controls Engineer



Experience

Project Engineer

SPSA Regional Landfill

SCADA and Control System for leachate collection and pumping. PLC Platform - Rockwell CompactLogix
PLC's, SCADA Application – VTScada.

Control Systems Specialist

Amazon

New facility startup of controls and material handling equipment. Lead Fanuc robotic specialist – Attended basic Fanuc robotic school. Project design and lead on process improvements. Supported maintenance staff on repairs. Provided all controls support for the Phoenix 3 facility. Updated, improved and programmed control cabinets for material handling equipment.

Controls Engineer

Ontonagon MI WTP

Designed and installed control system for a multi-community water system including new water treatment plant, new booster stations and water towers. All sites linked through controller communications using modems, phone line and fiber optics

Controls Engineer

Xcel Energy – Minneapolis MN

Designed and installed monitoring/control system in Mississippi River to report river conditions back to power plants. Instrumentation mounted on piers, buoys and in river anchor points. Data gathered and historically trended at the plant. Project saved over \$10M the first year due to not having to shut down plants based upon water level and temperatures.



Methodology employed to ensure prompt service, customer satisfaction and effective employee performance and training.

Ormond Beach will be provided with several methods to contact CEC Controls in the event of needed service. These include multiple phone, text and email contacts. Once notified, CEC will assign personnel to the specific task. CEC Controls will contact Ormond Beach and inform the appropriate persons of our plan and schedule.

Our emphasis will be on clear communication with Ormond Beach. Once a service event is initiated, we will keep Ormond Beach current with our scheduling and progress. Upon arrival at the facility, we will check with facility personnel for additional information and updates. History for the involved equipment will be checked if available. Ongoing progress updates will occur, as necessary.

Meetings with Ormond Beach personnel will take place if necessary to discuss any repairs necessary and any replacement equipment that needs to be provided. When complete, we will provide explanation of any unclear items and will be present for any inspections.

Upon completion of service, we will complete our documentation of the service provided. Our analysis will provide our diagnosis of any breakdown and what if necessary, can or should be done to prevent a recurrence. We will provide a complete description of work done. If necessary, we will provide pictorial documentation.

When the above is completed, we will request feedback from the Ormond Beach personnel involved with our service. Our goal is to be transparent, to provide complete information and hear Ormond Beach's response.



Problem & conflict resolution

Wood takes a proactive approach to problem resolution. Our objective is to mitigate the occurrence of problems by providing quality services and managing risk. The first step in this process will be to meet with the customer at the outset of the project to identify potential risks that may lead to problems. Based on the identified risks, Wood will develop a plan with the customer to mitigate these associated risks. We will then monitor the risk items throughout the project to ensure they are addressed.

Our project management and internal quality control process is specifically designed to mitigate problems through the control of the project administration, scope, budget and schedule; clear, concise and responsive communication; and control of distribution and recording of project documents.

Even with the best efforts to risk and potential problem management, unforeseen issues can and do occur. If an issue should occur during design or construction, we will work closely with the customer to resolve it. This close interaction helps to keep the project moving forward and mitigates the contractual and budget issues that could cause delays.

There are many ways to resolve conflicts within a project. At CEC / Wood we believe in five different philosophies for conflict resolution. We use these five terms when dealing with conflict resolution with confronting being the first and most important and avoid as the best strategy to resolve these conflicts

They are defined as follows:

- A. **Confronting:** Identify and confront the problem early. As soon as anyone has a conflict, resolving it quickly is the best way to resolve the problem. Setting up a meeting with the parties and confronting the problem early usually eliminates the conflict and even if a difficult problem arises, it can be address early to mitigate any future added costs or time that may become a problem down the road.
- B. **Compromising:** Give and take approach to resolve a problem is always best. Both parties feel they have won in some way and it makes both parties feel like they are part of a solution, not a problem.
- C. **Smoothing:** Conflict areas are minimized, and areas of agreement are emphasized. Leads to a good solution and future consideration later in the project for other disagreements to be resolved quickly. This creates good-will amongst the parties.
- D. **Forcing:** At all costs, we want to avoid forcing ones will on the other party. This would go both for the owner and the contractor. It promotes a win-lose situation and the relationship eventually breaks down.
- E. **Avoiding:** Avoid conflict is the easiest way of conflict resolution. Unless a problem is insurmountable or will cost the contractor an insurmountable amount of money or the project schedule is impacted, conflicts or problems should be avoided.

When CEC Controls finds we have a conflict, we always are honest and transparent with the issue. If it is a problem we caused or did not anticipate in our design, we will resolve it internally first and letting the owner know of the issue (s) and how we intend to resolve it. If the issue is with the Owner's design or related issue, CEC Controls usually has a resolution in hand for the problem. We will connect with Ormond Beach for review or to listen to another solution.



Arcadia Utilities (Arcadia WTP)

AJ Berndt, Utilities Director

645 N Turner Rd, Arcadia, FL 34266

863.558.2091 | aberndt@arcadia-fl.gov

Principal/Project Manager – Jeremy Meyers

This is an ongoing support contract to provide as-needed PLC, SCADA, and Instrumentation support to the City of Arcadia FL. We were the system integrator for the new plant and have been retained to augment the City's staff in maintaining and improving the WTP. In addition to onsite support we also provide remote support to assist operators and technicians.

Challenges have included helping client migrate to a new ISP, recovering from lightning damage, and other day-to-day issues.

Support Contract started in November 2019 and is up for renewal in November 2020.

Arcadia - New 3.0 MGD ION Exchange Water Treatment, Arcadia, FL		
Relevant Services:		
- Instrumentation - Specification - Procurement - Commissioning - Calibration	Project Description: The Arcadia Water Treatment Plant (WTP) is a 3.0 MGD Membrane providing the primary water supply for the City of Arcadia. Construction began on the new facility in 2012 with it coming online in 2013. Wood provided SCADA and Controls for Remote Wells, High Service Pumps, Chem-feed, ION Exchange filter systems, and Radio system design and implementation: - Instrumentation – Level, Flow, Pressure, Analytics (Chlorine Residual) - SCADA Application – Rockwell FactoryTalk SE - PLC Platform – Rockwell CompactLogix	
- Controls - PLC Control Design - Panel Fabrication - Programming - Commissioning - SCADA - Design and Programming - Commissioning - Reporting - Alarm Annunciation	Over an eight-year period, Wood's project team has been involved in the initial greenfield project as well as continued support to date, including: - Initial design, construction, and startup of Water Treatment Plant with dual-stage ion exchange treatment to address hardness, radium, sulfide and TOC. The treatment process removes hardness and radium through ion exchange softening while the second stage converts the sulfide to sulfate while adsorbing natural organic matter (NOM) on regenerable ion exchange media. - Six new raw water supply wells and associated telemetry, a chloramine disinfection system, corrosion inhibitor feed system, high service pump station, emergency generator facility, 250,000-gallon water storage tank, and ancillary facilities. - Telemetry modifications to the Remote Ground Storage system to meet off-peak demands.	



City of LaBelle ROWTP (Labelle WTP)

Joseph Thomas, Superintendent

481 Highway 80 West, LaBelle, Florida 33935

863.673.4406 | joethomas@citylabelle.com

Principal/Project Manager – Mark Bilbrey

This is an ongoing support contract to provide as-needed PLC, SCADA, and Instrumentation support to the City of LaBelle FL. We were the system integrator for the new RO WTP plant and have been retained since to augment the City's staff in maintaining and improving the WTP. We provide remote support to assist operators and technicians followed up by onsite support.

Challenges have included assisting client in conversion to alternative VFD's with newer communications, recovering from lightning damage, Remote Well troubleshooting, and other day-to-day issues.

Support Contract started in October 2016 and is up for renewal in October 2020.

LaBelle – New 1.5 MGD Membrane Water Treatment, LaBelle, FL

Relevant Services:

- Instrumentation
 - Specification
 - Procurement
 - Commissioning
 - Calibration
- Controls
 - PLC Control Design
 - Panel Fabrication
 - Programming
 - Commissioning
- SCADA
 - Design and Programming
 - Commissioning
 - Reporting
 - Alarm Annunciation

Project Description: The LaBelle Water Treatment Facility (WTF) is a 1.5 MGD Membrane filter system providing the primary water supply for the City of LaBelle. Construction began on the new facility in 2012 with it coming online in 2014. Wood provided SCADA and Controls for Remote Wells, High Service Pumps, Chem-feed, and Lime Slurry systems.

- Instrumentation – Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA Application – VTScada
- PLC Platform – Rockwell SLC

Over an eight-year period, Wood's project team has been involved with the initial greenfield project as well as several upgrades and continued support to date, including:

- Initial design, construction and startup of Membrane Water Treatment Plant with Remote Raw Water wells and associated telemetry, Membrane Filtration, Chemical Feed systems, Ground Storage Tank, and High Service Pump system.
- Post-Construction CO2 Lime Slurry Modifications – integration of added Lime Slurry system and slurry storage tank.





Hampton Roads Sanitation District

Kevin Ketchum, Instrumentation Manager, Operations – Electrical & Instrumentation
2391 G Avenue, Newport News, VA, 23602
757.234.7451 | kketchum@hrsd.com

Principal/Project Manager – Emily Harrod

This is an ongoing support contract to provide as-needed Control Panels, PLC, SCADA, and Instrumentation support to the Hampton Roads Sanitation District in Newport News, VA. We have been involved in many projects with the client, providing everything from complete control panels to individual instruments. While HRSD maintains a very large staff covering a huge geographical area, additional services are required at times. As a part of this ongoing support contract the client is currently updating 146 of their pump stations and it is our responsibility to provide all programming and panels for these upgrades.

Challenges have included dealing with a large municipal client that has very limited resources, providing emergency panel build services to recover from disasters – for example an automobile accident completely destroying a pump station panel among others.

Support Contract started in March 2020 and is up for renewal in March 2021 for up to 5 years.

Hampton Roads Sanitation District – Interceptor Systems Project, Norfolk, VA – Currently Underway

Relevant Services:

- Instrumentation
 - Specification
 - Procurement
 - Commissioning
 - Calibration
- Controls
 - PLC Control Design
 - Panel Fabrication
 - Programming
 - Commissioning

Project Description: HRSD Roads Sanitation District is improving its **entire** network of Pump Stations, Pressure Stations and Monitoring Sites. The system collects wastewater from the Hampton Roads area of Virginia. Wood provided Instrumentation and Controls:

- Instrumentation – Level, Flow, Pressure.
- PLC Platform – Emerson ControlWave.
- HMI Platform – Maple Systems
- SCADA – Emerson Ovation

The updates involved new controls, panels, radios and upper end SCADA system monitoring including:

- Design of Control Panels for 150+ Pump Stations and Communication Cabinets
 - Designed and developed Electrical Drawings, Functional descriptions, IO Lists, conduit and installation drawings, and P&IDs for each site.
 - Programmed Emerson Control Wave RTU's to control each station and communicate with the Ovation Upper End SCADA.
 - Also programmed the local Maple System HMI's at each site.
 - Installed and configured Radios and communications to the Emerson Ovation SCADA system at three different control room sites. This project is ongoing and will be completed in 2023 (est.)





Areas which make our firm different from our competitors:

Our company has access to an immense pool of technological information and resources that Wood gathers worldwide through its 60,000 employees working on a vast variety of projects. Wood makes a point to share the accumulated data on new technologies and existing challenges and provide that through contact databases and on share-point sites on the internet. This is a valuable resource that we can use as necessary to enhance our service to our customers.

We are committed to building professional interpersonal relationships with our customers. This provides a way to solve problems successfully and provides a solid platform on which our customer and our company experience the accomplishments we are working towards. It also provides an avenue for us to exceed your expectations. We do not view you as a means for our success. We work to deliver success to our customers and through that achieve our goals. Our most valuable commodity is our customers.

CEC Controls is registered to ISO-9001:2015. Our Quality Management System has been an asset to our continued success within the process control and industrial controls Industry. We are also CSIA Certified and a fully accredited member of the Control Systems Integrators Association - a national organization striving for quality Integrators. Through training and documentation, we have been able to streamline our logic design which minimizes the start-up and debug time for bringing a new system on-line for the client. Our commitment to quality has virtually eliminated the number of warranty issues on system installations that normally cause repeated call-backs.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

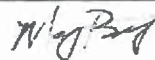
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Wood Automation & Control - CEC Controls

Company Name



Authorized Signature

Mark Bilbrey

Print Name

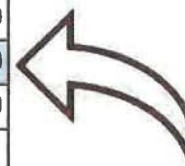
Process Controls Manager

Title

2020 SYSTEM INTEGRATOR GIANTS

CFE Media presents the 2020 System Integrator Giants, a ranking of the top 100 firms by system integration revenue as reported in the [Global System Integrator Database](#):

2020 RANK	FIRM NAME	TOTAL SI REVENUE	TOTAL GROSS REVENUE
1	JR Automation	\$600,000,000	\$600,000,000
2	Wood	\$435,300,000	\$11,036,000,000
3	Leidos	\$293,736,000	\$10,194,000,000
4	For Automation Inc.	\$138,101,048	\$244,136,121
5	RoviSys	\$129,500,000	\$152,653,000
6	Wunderlich-Malec Engineering	\$128,800,000	\$143,400,000
7	Prime Controls LP	\$124,844,736	\$137,793,692
8	E-Technologies Group Inc. (E-Technologies, Glenmount Global Solutions, Superior Controls, Banks Integration)	\$114,300,000	\$114,300,000
9	Brock Solutions	\$107,000,000	\$129,000,000
10	SAGE Automation	\$87,095,700	\$96,773,000
11	Barry-Wehmiller Design Group	\$78,000,000	\$494,000,000
12	Mangan Inc.	\$69,202,516	\$74,260,770
13	JMP Solutions	\$62,900,000	\$62,900,000
14	Tesco Controls Inc.	\$58,370,000	\$84,807,000
15	Logical Systems Inc.	\$50,750,000	\$52,500,000
16	Premier Automation	\$43,900,000	\$47,600,000



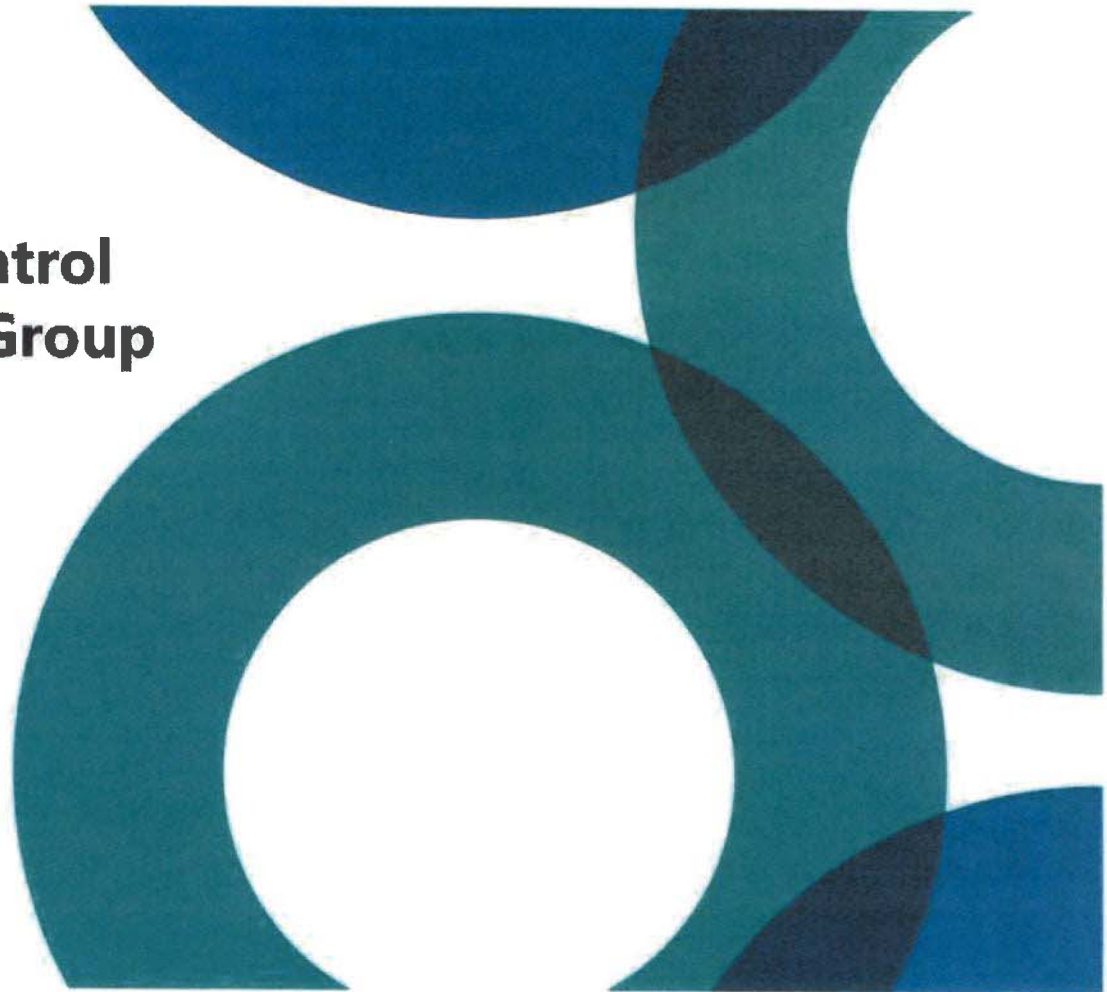
wood.

Automation and control Water/Wastewater Group

Your experienced partner
for vendor-independent
integrated technologies.

Formerly:
CEC Controls Company, Inc.

woodplc.com/automation
[Legacy ceccontrols.com](http://Legacy.ceccontrols.com)



Our History



A presentation by wood

About Us – The Wood Automation and Control / CEC Advantage

Who We Are

A division of Wood, CEC specializes in the design, build, and startup of industrial and process control systems.

Our Experience

With multimillion-dollar system integration experience since 1966, each system built utilizes the latest state-of-the-art technology and software available unless legacy. Also, our systems not only meet, but exceed industry standards and customer expectations.

Our People

Our customers all agree on one thing: "CEC has great people". Unified as one, our 18 offices have a diverse team of professionals merging their talents, capabilities and ideas to craft exceptional solutions for every customer.

Vision Statement

To be globally recognized as a premier producer of industrial and process control systems.

Inspire with ingenuity, partner with agility, create new possibilities...

Our vision takes inspiration from our new business and our sources of competitive advantage: partnership, ingenuity, range. It's aligned with our business model: asset light, flexible contracts, strong partnerships.

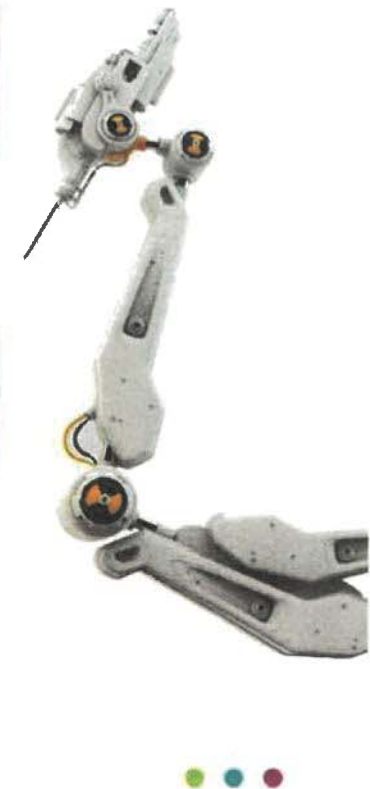
It reflects our outlook: innovative spirits, global experience, deep heritage.

It supports our combination of outstanding talent, enhanced capability and greater scale.

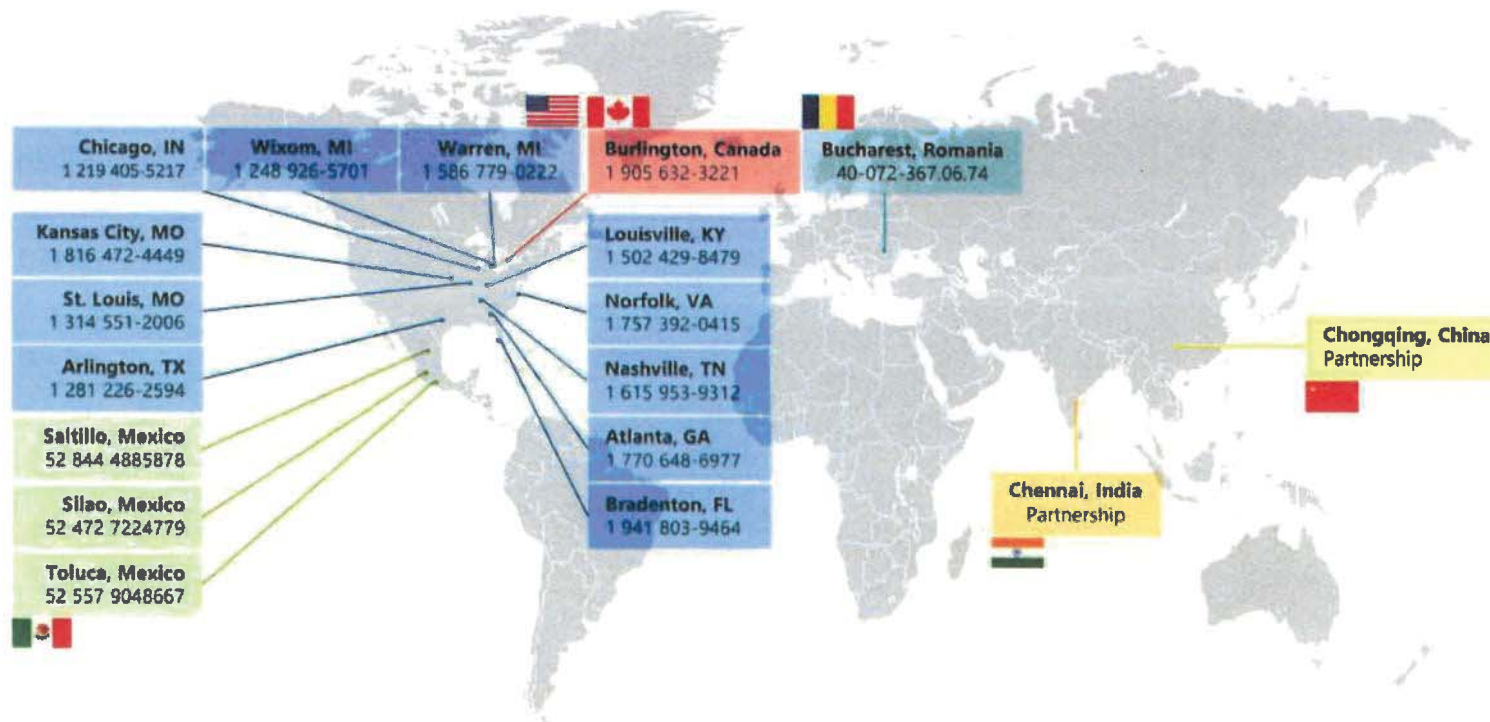
Mission Statement

CEC strives to provide a product which our customers have confidence and our employees take pride.

A presentation by wood



Our Locations



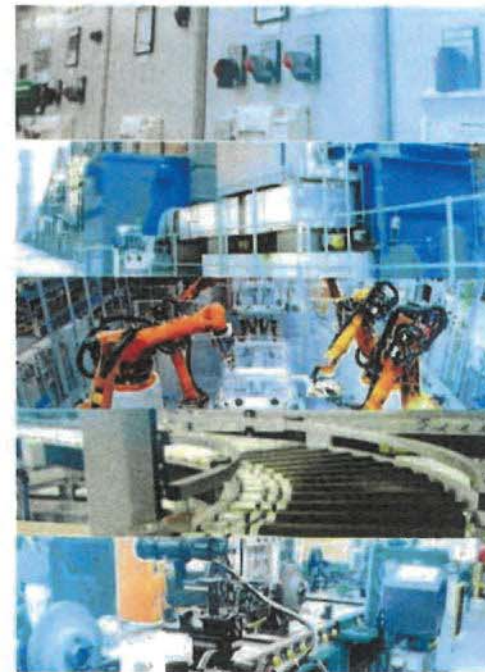
A presentation by wood, Automation and Control Water/Wastewater Group



Our Services

Industry leaders in the following technologies:

- Manufacturing Solutions
- Material Handling Systems
- Process Applications
- Paint Process
- Error Proofing
- Vision Systems
- Robotics
- Information Systems
- Discrete Event Simulation
- Virtual Commissioning
- Control Panel Assembly
- Consulting & Field Service



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Our Process Services

Water/Wastewater Group:

- Design, build & startup of Municipal Process Control Systems
- Plant wide SCADA Monitoring & Control Systems
- RTU Controls, Wireless Telemetry, Licensed & Unlicensed
- Instrumentation & Control Systems Integration Services



A presentation by wood



Additional Services:

- Expert PLC & HMI Program Development
- Flow, Pressure, Level & Temperature Instruments
- Analytical Instrumentation / Sampler Systems
- Instrument Calibration, including Certification
- RF, Microwave & Satellite Communications
- Maintenance Monitoring & Reporting Solutions
- Network Design, Implementation & Testing
- Remote Program Diagnosis



Our Process Experience

Water Treatment Plants

- R/O Membrane Skid Controls
- Water Tower Level Monitoring
- Filter Control Systems
- Pump Station / Booster Controls
- Chemical Feed Systems



Wastewater Treatment Plants

- Master Lift Station Controls
- Lift Pumping Station / RTU's
- WWTP Filter Control Systems
- Belt Filter Press Controls
- Sludge Storage / Removal Systems

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Our Process Systems

Engineering

- SCADA Systems
- Human Machine Interfaces
- Communication Networks
- Wireless / Web Communications
- Programmable Controllers
- Process Instrumentation
- Reporting
- Historians
- Servers / CPUs
- Distributed IO
- Drives
- Motion Control
- Industrial Control
- Facility Management



Process Systems

- Water/Wastewater System
- Lift Pumping Station
- Reverse Osmosis
- Sludge System
- Closed Loop Weld Water System
- Part Washers
- Tank Farms
- Dip Tanks
- IR Heating
- Heat Exchangers
- Rotary Furnace Heat Treat
- Air Compressor Controls
- Batch Process Systems
- Temperature Control

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Navigation icons: back, forward, search, and other presentation controls.



Our Process Technologies

SCADA

- GE Proficy iFix & Cimplicity
- Ind Automation Ignition
- Iconics
- InduSoft
- Rockwell FactoryTalk View
- Rockwell RSVIEW32
- Schneider ClearSCADA
- Schneider Citect & Telvent
- Trihedral VTScada
- Win CC Flexible
- Wonderware

HMI

- Maple Systems
- Siemens TIA Portal
- Rockwell FactoryTalk

Communication Networks

- ControlNet
- DeviceNet
- DNP3
- Ethernet/IP
- InterBus
- ProfiBus
- ProfiNet

PLCs

- Allen Bradley PLC5, SLC
- Allen Bradley MicroLogix
- Allen Bradley CompactLogix
- Allen Bradley ControlLogix
- Automation Direct
- Bristol Babcock Controlwave
- GE 90/30, 90/70
- GE PACSystems RX3i
- Honeywell
- Mitsubishi
- Modicon
- Omron
- SCADAPack
- Siemens

Motion Controls

- CNC Controls
- Servo Controls
- Variable Frequency Drives (VFD)

Experienced with the following

- ABB Instrumentation
- Siemens Instrumentation
- McCrometer
- Endress & Hauser
- Milltronics
- Eurotherm Chessel
- Honeywell
- Rosemount
- MSA Gas Monitoring
- Dräger Gas Monitoring
- Multitrode
- Foxboro
- Yokogawa
- Flowline
- Emerson
- Hach
- Ametek
- Drexelbrook
- Accutech
- Phoenix Contact
- US Filter

Services

- PLC Software & Hardware Config
- SCADA / RTU Engineering
- HMI / MMI Graphics
- Electrical Schematics, P&IDs
- AutoCAD & ePlan
- Global Logistics Mgmt.
- MES System Integration

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Control Panel Assembly

Certified UL508a & 698a Panel Shop

Products Include:

- Panels up to 10 Doors
- Human-Machine Interface (HMI)
- Assembly Information System (AIS)
- Lightning Disconnect
- Door Control
- Process Control
- Pneumatic Control
- Power Distribution
- Motor Control Centers
- Communication Cabinets
- Modular & Junction Box
- Hot test every panel for quality
- Graphic Tags & Custom Engraving



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- Graphic Tags & Custom Engraving



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Art for education

Material Handling Systems

Conveyance Systems

- Inverted, Overhead Power & Free Conveyors
- Skillet Conveyors
- Automated Guided Vehicles (AGV)
- Chain on Edge (COE)
- Electrified Monorail Systems (EMS) + Rotating
- Friction Drive Conveyors (FDC)



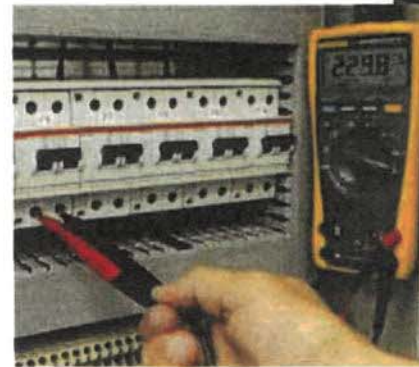
- Belt & Roller Skid Conveyors
- High Speed Indexers
- Pallet Conveyors
- Pendulum Conveyor Systems
- Vertical Lift / Elevators
- Zero Pressure Accumulating Conveyors
- Automated Storage & Retrieval (ASRS)

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Consulting & Field Services

Professional Offerings:

- Specification Development
- Bid Package Development
- Budget Forecasting
- Project Management & Implementation
- PLC Programming, Conversions & Training
- SCADA / HMI, IS, & Industrial Network Development
- Throughput & Cycle Time Studies
- Vision System Analysis
- Controls Engineering Support
- Installation Supervision
- Startup, Debug, and Commissioning
- Field Supervisory Services
- System Maintenance & Warranty Support



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Our Process Projects

Grand Prairie Pump Station DeValls Bluff, AR

Surface Water - Currently underway

Delivers excess surface water from the White River to the Grand Prairie region to replace depleting ground water and preserve the Sparta aquifer as the drinking water source for the region. The pump station takes water from the river and carries it through 10-foot diameter pipelines into the reservoir. The pump station is connected to the reservoir by nearly three miles of pipe that has been installed and it will act as a storage facility before the reservoir safely releases water into a canal and pipeline system, which will deliver water to 250,000 acres of irrigated crop land across the Grand Prairie. The pump station has four main pumps (360 cfs pumps with 4,160-volt, 5,600 HP electric motors) and two low-flow pumps (100 cfs pumps with 4,160-volt, 1,500 HP motors) – all of which will be able to pump a total of 736,082 GPM.

- Instr. - Level, Flow, Pressure, Vibration
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell ControlLogix
- GC - H & H Electric
- Eng. House - USACE

Bayou Meto Pump Station Scott, AR

Surface Water - Overall project included diversion of excess water from the Arkansas River via a delivery system made up of pump stations, new canals, existing streams, and pipelines to the water depleted areas; channel improvements and a pumping station to provide an outlet to reduce flooding; waterfowl conservation and management measures; and other environmental restoration and enhancement features. The pump station project is part of this system to address problems with agricultural flooding, loss of environmental resources, and the depletion of the alluvial aquifer, which provides essentially all the water used for agricultural irrigation and supports area wetlands in central Arkansas. The project consisted of construction of a pumping station structure with four main electric pumps capable of pumping a total of 105,000 GPM.

- Instr. - Level, Flow, Vibration, Temp.
- SCADA – Rockwell FactoryTalk SE
- PLC – Rockwell ControlLogix
- GC - Harry Pepper & Associates
- Eng. House - USACE

Apple Valley/Hesperia Water RWTP Victor Valley, CA

Reclaimed Water – RWTP upgrades for Membrane Filtration System Design/Build. Delivered a complete controls package for the Ultrafiltration Membrane System supplied by Anaergia / Fibracast at both the Apple Valley and Hesperia Water Reclamation Plants. Provided all design, program, panel fabrication, and Startup Services required to deliver Anaergia, Inc a high-quality control system for the Ultrafiltration Membrane System, including network integration with the existing overall plant control system and SCADA.

Experience Highlights: 40HP Starter Control Panels, 50 HP VFD Control Panels, 150HP 18-Pulse VFD Drives.

- Instr. - Level, Flow, Pressure
- SCADA - Wonderware
- PLC – Rockwell ControlLogix
- HMI – Rockwell FactoryTalk
- GC - Anaergia
- Eng. House – Mr. Trevor Shackelford

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Our Process Projects

Village of Dundee WWTP Improvement Dundee, MI

Wastewater - Work involved all I&C Engineering and Design, PLC Programming for Relief Pump Station. Complete FactoryTalk Studio SCADA System Programming, used existing SCADA Computer and Network Hardware, all required Operator Console Equipment. Specified, provided, and commissioned Field Instruments for Flow, Level and motorized valves.

Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Pressure, Motorized vlvs
- SCADA – Rockwell FactoryTalk View
- PLC – Rockwell CompactLogix
- GC – Trojan Development
- Eng. House – Tetra Tech

Karegnondi Water Authority Pump Sta. Genesee County, MI

Fresh Water - Work involved all I&C Engineering and Design, PLC Programming for Intermediate Booster Station. Complete iFix SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment. Specified, provided, and commissioned Field Instruments for Flow, Level, and Pressure, total of 105,000 GPM.

Provided a new U.L. 508A Certified Control Panel for booster pumps monitoring.

- Instr. - Level, Flow, Pressure
- SCADA – GE Proficy iFix
- PLC – Rockwell ControlLogix
- GC – E & L Construction Group
- Eng. House – Jones & Henry

Northeast Sewage Disposal System Wayne County, MI

Wastewater - Work involved all I&C Engineering and Design, PLC Programming for Marter Road Booster Station, Kerby Road Pump Station, and Harper Woods Flow Connection. Complete iFix SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment and all 1A and Select Improvs. Specified, provided, and commissioned Field Instruments for Flow, Level, and Gas Detection.

Provided new U.L. 508A Certified Control Panels for dewatering pumps and mtd pump motor monitoring..

- Instr. - Level, Flow, Analytics (Gas Detection)
- SCADA – GE Proficy iFix
- PLC – AB PLC 5 & MicroLogix
- GC – Rotor Electric
- Eng. House – CDM Smith

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Our Process Projects

City of Allegan, MI WTP Allegan County, MI

New Water Treatment Plant - New WTP for the City of Allegan consisting of a new 10,000 SF reverse osmosis softening plant with a new 2.25 MGD RO Filter System. The final plant design included 3 iron filters, 3 RO skids, 5 high-service pumps, and 5 chemical feed systems. Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Gas Detection
- SCADA - GE Proficy iFix
- PLC - Rockwell PLC 5 & MicroLogix
- GC - Erhardt Construction/Harn R/O Systems
- Eng. House - Prien & Newhof

3rd Creek Wastewater Treatment Plant Statesville, NC

Wastewater - Third Creek - project expanded the existing plant capacity from 4 MGD to 6 MGD. Project included new influent sewer, mechanical screens, influent pump station, grit removal, oxidation ditches, final clarifiers, chlorine contact structure and supporting systems. Modifications were also necessary to the electrical system and aerobic digester. The upgrades also included the implementation of a new SCADA system and new network infrastructure to connect all the different processes together. Provided a new U.L. 508A Certified Control Panel for wastewater diversion. Weir gate control with booster pumps and remote tank monitoring.

- Instr. - Level, Flow, Pressure Analytics (Residual Chlorine Analyzer, pH)
- SCADA - Rockwell FactoryTalk View
- PLC - Rockwell CompactLogix
- GC - Adams Robinson
- Eng. House - McGill

Boerne WWTRC Facility Boerne, TX

Reclaimed Water - City of Boerne's Wastewater Treatment and Recycling Center (WWTRC) is a part of the Cibolo Creek Watershed and is currently permitted at 1.4 MGD. The project consisted of a Junction Box, Lift Station, Headwork's, BNR Basins, Clarifiers, Filters, Ultraviolet Light Disinfection, Parshall Flume, and Odor Control.

- Instr. - Level, Flow, Pressure, Analytics (Dissolved Oxygen, Residual Chlorine Analyzer, Gas Detection)
- SCADA - Rockwell FactoryTalk SE
- PLC - Rockwell CompactLogix
- GC - Bergelectric Corp.
- Eng. House - HDR

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Our Process Projects

SPSA Leachate Recovery Suffolk, VA

Leachate - Southeastern Public Service Authority (SPSA) - Regional Landfill Leachate Management

Improvements - Phase 1 - SCADA System. Project included demolition of existing vault structures and appurtenances and Construction of new vaults. Construction of SCADA System; Installation of fiber optic cable system, workstations, historian, and associated equipment. New Pump control panels, Motor control center and associated electrical for equipment. Demolition of existing pump control panels and network cabinets.

- Instr. - Level, Flow, Pressure
- SCADA - Trihedral VTScada
- PLC - Rockwell CompactLogix
- HMI - Maple Systems
- GC - R.E.W. Corporation
- Eng. House - Jacobs (formerly CH2M)

HRSD Interceptor Project Hampton Roads VA

Wastewater - Design and Build Control Panels for 150+ Pump Stations and Communication Cabinets. Designed and developed Electrical Drawings, Functional descriptions, and P&IDs for each site. Programmed Emerson Control Wave RTU's and Systems Maple System HMI's. Pump Station Controls and SCADA Systems Upgrade Field Support Services: Start-Up, Testing, and Training.

- Instr. - Level, Flow, Pressure
- SCADA - System Upgrades
- PLC - Emerson Controlwave
- HMI - Maple Systems
- GC - R.E.W. Corporation
- Eng. House - Westin Engineering
 - Mr. Dean Ford - Eng.
 - 1 (443) 876-5217

G Robert House 5 MGD WTP Inc. Hurt, VA

Water - Plant Expansion included WTP Upgrades and Expansion, SCADA Upgrade, New Influent Pump Stations, High Service Pump Replacement, Sodium Hypochlorite System Upgrade and New Wastewater Centrifuge System Building Provide Turn-Key Design, Engineered I&D Drawings, Control Panels, Field Instruments, SCADA Hardware & Software, all Programming, Startup, Testing, Calibration, and Training. Encore CMC and Alpha Laval Centrifuges.

- Instr. - Level, Flow, Pressure
- SCADA - WonderWare
- PLC - Rockwell ControlLogix
- GC - Mid Eastern Builders, Inc.
- Eng. House - Jacobs (formerly CH2M)
 - Mr. Jay Maggi - PM
 - 1 (804) 495-2425

Our Process Projects

Dow Chemical South Charleston, WV

Surface Water - Project provided remediation design, construction, and operation services associated with a Groundwater Containment System (GCS) for the Middle Island Remediation Area (MI Area) located at the UCC South Charleston Facility West Virginia. The MI Area GCS consists of a network of extraction wells (EWs) that provide hydraulic containment of a groundwater plume. The extracted groundwater is pre-treated in order to reduce contaminant concentrations prior to discharge to the facility's POTW for further treatment. Groundwater pre-treatment two-stage to remove dissolved iron and volatile organic compounds (VOCs) from the process water stream. This scope of services covers the fabrication and testing of the treatment system control panel and three EW control panels.

- Instr. - Level, Flow, Pressure
- SCADA - InduSoft
- PLC - Rockwell CompactLogix
- GC - Jacobs (formerly CH2M)
- Eng. House - Jacobs (formerly CH2M)

Apogee Selenium Treatment Plant Apogee, WV

Wastewater - Apogee Selenium Treatment Plant CEC Work involved all I&C engineering & design, all required PLC programming for BOP PLC Panel, Complete SCADA System Programming, all specified SCADA Computer and Network Hardware, all required Operator Console Equipment and all specified Field Instruments. Other responsibilities include startup & commissioning of all CEC Controls provided equipment, calibration, O&M Manuals, Training, for Hardware & Software and Installation Supervision for the entire project. In addition, provided over (22) new U.L. 508A Certified control panels.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA - WonderWare
- PLC - Rockwell ControlLogix
- GC - Jacobs (formerly CH2M)
- Eng. House - Jacobs (formerly CH2M)

Evoqua Pyramid Peak WTP Improv Phoenix, AZ

Water - CL02 Skid programming - System produced chlorine dioxide generated from liquid sodium chlorite and gaseous chlorine. Worked with OEM to provide PLC and HMI programming to monitor and control chlorine dioxide generation for disinfectant.

- Instr. - Level, Flow, Pressure, Analytic (Chlorine Analyzer)
- PLC - Schneider Electric - Modicon
- HMI - Rockwell FactoryTalk
- GC - Evoqua Water
- Eng. House - Black & Veatch Engineers

Our Process Projects

Rose Hall WRF West Side Upgrades St. James, Jamaica

Wastewater – Provided design, programming, material & startup to upgrade both the West & East sides of the 2.5 MGD plant. The West was upgraded to a 2-Train hollow fiber membrane bioreactor process by Suez. Upgrades included new control panels & retrofits to existing panels, network equipment and wiring modifications to accommodate process changes. Control room upgrades included a new SCADA system using Ignition with ~4600 tags, new server rack, control room monitors & PC's, automated reporting & remote alarm notifications.

- Instr. - Level, Flow, Pressure, Temperature, Dissolved Oxygen
- SCADA – Inductive Automation Ignition v7.9
- PLC - Rockwell CompactLogix (West side)
Automation Direct DL260 (East side)
- GC – Local Contractor
- Eng. House
Fulghum MacIndoe & Associates /
Suez Water Technologies & Solutions

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Navigation icons: back, forward, search, etc.



Our Process Projects

WTP Improvements Arcadia, FL

Water - Project consisted of the construction and equipping of a new 3 MGD dual stage Cationic/Anionic ION exchange treatment facility address hardness, radium, sulfide and TOC. The treatment process removes hardness and radium through ion exchange softening while the second stage converts the sulfide to sulfate while adsorbing natural organic matter (NOM) on regenerable ion exchange media. Included a new water supply well, a chloramine disinfection system, corrosion inhibitor feed system, high service pump station, emergency generator facility, 250,000 gallon water storage tank, and ancillary facilities at the Arcadia Water Treatment Plant. Provided SCADA and Controls for new ION Exchange WTP, Remote Ground Storage Controls, RTU's at remote wells, Radio system design and implementation, Chem feed systems.

- Instr. - Level, Flow, Pressure, Analytics (Chlorine Residual)
- SCADA - Rockwell FactoryTalk SE
- PLC - Rockwell CompactLogix
- GC - PSC - Cardinal Contractors
- Eng. House - Hazen & Sawyer

Beverly Beach Water System Improv Beverly Beach, FL

Wastewater - Provided SCADA and Controls for new Master Lift Station and RTU unit. New Control Panel, Server Rack, and Remote Telemetry Radio System.

- Instr. - Level, Flow, Pressure.
- SCADA - Schneider Electric - ClearSCADA
- PLC - Emerson ControlWave
- GC - Wharton-Smith
- Eng. House - Kimley-Horn

Boca Raton NaClO OSG System Rehab Boca Raton, FL

Water/Wastewater - Provided SCADA and Controls to replace the existing OSHG with three new 1,500 pound per day Sodium Hypochlorite generation units. The units generate 0.8-percent sodium hypochlorite solution transferred to the on-site storage tanks, where it is fed into the treatment process. Project also included sodium hypochlorite storage tanks, associated valves and ventilation blowers; an additional FRP 12% sodium hypochlorite storage tank; centralized carbon filter/water softener system; installation of a semiautomatic/automatic 12% to 0/8% batch type dilution and product transfer pump system; replacement of the 12% sodium hypochlorite feed pumps and controls.

- Instr. - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA - GE Proficy iFix
- PLC - Rockwell ControlLogix
- GC - Wharton-Smith
- Eng. House - Hazen & Sawyer

Our Process Projects

Manatee Cty - SWWRF Nitrogen Rem Bradenton, FL

Reclaimed Water - Retrofitting of two primary wastewater clarifiers resulting in removal of approx. 180 tons of nitrogen per year at the Water Reclamation Facility. Provided SCADA and Controls for Mixers in anoxic basins, NRCY (Nitrified Mixed Liquor Recycling) pumps in the aeration basins and new blowers.

- Instr. - Level, Flow, Pressure, Gas Detection
- SCADA - Schneider Electric - Citect
- PLC - Rockwell SLC
- GC - Vogel Bros
- Eng. House - Jacobs (formerly CH2M)

Manatee Cty - SWWRF Recharge Well Bradenton, FL

Reclaimed Water - SCADA and Controls for new recharge well to insert excess reclaimed water after receiving high level disinfection. Two Monitoring Wells, Ammonium Sulfate Solution Bulk Storage Tank with Metering Pumps and Injection System.

- Instr. - Level, Flow, Pressure Analytics (Dissolved Oxygen, Ammonia Analyzer, Nitrate Analyzer)
- SCADA - Schneider Electric - Citect
- PLC - Rockwell SLC
- GC - Vogel Bros
- Eng. House - Jacobs (formerly CH2M)

Hillsboro Beach WTP Hillsboro Beach, FL

Water - Provided modifications to existing Water Treatment Plant and Beach Site Pump Station including new filter with blower system, chemical feed systems, high service/transfer pumps, booster pumps and chemical feed pumps, instrumentation and control to include SCADA system and telemetry between booster pump station and the water treatment plant.

- Instr. - Level, Flow, Pressure Analytics (pH, Free Chlorine, Total Chlorine)
- SCADA - Rockwell FactoryTalk SE
- PLC - Rockwell ControlLogix
- GC - Close Construction
- Eng. House - Jacobs (formerly CH2M)

Our Process Projects

Membrane WTF LaBelle, FL

Water - New 1.5 MGD membrane Water Treatment Plant - Provided all SCADA and Controls for Remote Wells, and High Service Pumps, Chem feed systems, integration of membrane filtration system.

- Instr. - Level, Flow, Pressure, Analytics (pH sensing, Conductivity, Chlorine Residual)
- SCADA - Trihedral VTScada
- PLC - Rockwell SLC
- GC - WPC
- Eng. House - Applied Technology & Management (ATM)

Lakeside Ranch S-191A Pump Station Martin County, FL

Surface Water - **Currently underway**
Project is construction of a 600 CFS pumping station to divert ground water from the high-phosphorus level Taylor Creek and Nubbin Slough into a 2,700 acres wetland area to treat the stormwater runoff before the water enters Lake Okeechobee.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA - Trihedral VTScada
- PLC - Rockwell ControlLogix
- HMI - Rockwell FactoryTalk
- GC - Kiewit
- Eng. House - CD Smith

Faka Union Pump Station Naples, FL

Surface Water - 2650 CFS Pumping station that was part of the Picayune Strand Restoration Project - Comprehensive Everglade restoration project. Pump Station has 3- 100 CFS Electric and 6 - 470 CFS Diesel pumps. Provided Control Panels, Programming, and interfacing for the 6 diesel pumps.

- Instr. - Level, Flow, Pressure, Temperature
- SCADA - Rockwell FactoryTalk
- PLC - Rockwell CompactLogix
- HMI - Rockwell FactoryTalk
- GC - WW Williams - Harry Pepper
- Eng. House - Parsons - USACE

Our Process Projects

Merritt Pump Station Naples, FL

Surface Water - 810 Cubic Feet/Second Pumping station that was part of the Picayune Strand Restoration Project - Comprehensive Everglade Restoration Project. Pump Station has 3- 75 CFS Electric and 4 - 220 CFS Diesel pumps. Provided Overall SCADA and Controls for station along with sub-systems controls, Diesel and electric pump controls, Lube and Cooling water systems controls, Trash Rake & Tank Farm controls. Control interface to SCADA.

- Instr. - Level, Flow, Pressure, Temp
- SCADA - Schneider Electric - Telvent
- PLC - Rockwell ControlLogix
- GC - Harry Pepper & Associates
- Eng. House - USACE

Orange Cty - SW Marriott PS Rehab Orlando, FL

Wastewater - PS 3597 - Southwest Marriott Pump Station Rehab - replacing existing wetwell and equipment with a new dual cast-in place wetwell and splitter structure, new submersible variable speed pumps in a dual wetwell structure, new engine generator for emergency power. Provided HMI and Controls to support all new and existing equipment, new SCADA RTU Panel with Radio Communications, Backup Float Control Panel, Generator and Fuel System Interface.

- Instr. - Level, Flow, Pressure
- SCADA - WIN CC
- HMI - Siemens TIA Portal
- PLC - Siemens S7-216
- GC - Wharton-Smith
- Eng. House - Black & Veatch

Springtree WTP Sunrise, FL

Water - Construction of 1.5-mgd capacity reverse osmosis (RO) treatment system at the existing Spring tree Water Treatment Plant. The RO treatment system consisted of a process building (with clean in place membrane system, electrical and controls room, and process area) with modular skid mounted equipment, Chemical feed system structure, and Degasifier and air quality scrubber structure. Provided SCADA and Controls for new 1.5 MGD RO unit and associated systems. (Chem systems, Degasifier, Scrubber, etc.).

- Instr. - Level, Flow, Pressure, Analytics (Total Suspended Solids, Dissolved Oxygen, Nitrate Sensing, Turbidity, Methane Detection).
- SCADA - GE Proficy iFix
- PLC - GE PACSystems RX3i
- GC - JJ Kirlin
- Eng. House - Carollo

Our Process Customers

- Adams Robinson Enterprises, Inc.
- AECOM
- Anaergia
- Archer Western
- Bay Area Electric
- Black & Veatch
- Brasfield & Gorrie, L.L.C.
- Bridgeman Construction (formerly TA Sheets)
- Brown and Caldwell Constructors & Eng's
- Burnett Inc
- Censtate Construction
- CDM Smith
- City of Allegan, MI
- City of Arcadia, FL
- City of Bradenton, FL
- City of Camden, NJ
- City of Emporia, FL
- City of LaBelle, FL
- City of Lake Elsinore, CA
- City of Laredo, TX
- City of Ormond Beach, FL
- City of Portsmouth, VA
- City of Smithfield, VA
- City of Statesville, NC
- City of Suffolk, VA
- City of Virginia Beach, VA
- Close Construction, Inc.
- CPH, Inc
- Douglas N. Higgins, Inc.
- Evoqua Water Technologies
- Flagler County, FL
- Florida Design Drilling
- Florida Design Contractors
- Fulghum, MacIndoe and Assoc
- Garney Construction
- Greeley and Hansen
- Hampton Roads Sanitation District (HRSD)
- Harn R/O Systems, Inc
- Harry Pepper & Associates, Inc
- Hazen and Sawyer
- Hillsboro Beach Water Department
- Huffman Construction
- Jacobs – formerly CH2M
- J. Kokolakis Contracting Inc.
- J.J. Kirlin
- Jones Edmunds
- Kiewit Infrastructure South Co.
- Kiewit
- Kimley-Horn
- Lee County, FL
- Manatee County, FL
- Mass Electric Construction Company
- McMahan Construction Company, Inc.
- Mercury Environmental Research
- Mid-Eastern Builders (MEB)
- Mountain Cascade of Texas LLC
- NE Controls
- New England Machinery, Inc
- Orange County Utilities Dept
- Ovivo USA, LLC
- Patterson Pump Company
- Pelican Wire Co., Inc
- Polk County, FL
- Poole & Kent
- Prime Construction Group, Inc.
- PSC (Cardinal Contractors)
- PWC, LLC (Public Works Constructors)
- QLH (Quentin L. Hampton Associates)
- REW Corporation
- Rotor Electric
- RTD Construction, Inc.
- Sawcross Incorporated
- Smithfield Foods (Smithville, VA)
- Suez Water Technologies
- Tetra Tech
- TLC Diversified, Inc
- Tonka Equipment Company
- Vogel Bros. Building Co.
- Weiss Construction
- Wharton-Smith, Inc.
- WPC Industrial Contractors

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water • air • earth • energy

design • build • operate • maintain



Certifications and Partnerships

Certifications



Associations



Partners



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Thank you!

wood.



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AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Revere Control Systems, Inc.** ("Contractor"), 2240 Rocky Ridge Road, Birmingham, AL 35216, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposals (RFP 2020-30, "Process Control System, Equipment & Instrumentation Services") dated September 30, 2020, attached hereto as Exhibit "A", and the Proposal dated September 30, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options, unless either party provides at least ninety (90) days prior written notice of its intent not to renew.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Revere Control Systems, Inc.
Nan Johnson, VP Municipal Systems
2240 Rocky Ridge Road
Birmingham, AL 35216

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate *
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence
	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 16th day of December, 2020.

Witnesses:

REVERE CONTROL SYSTEMS, INC.

Linda Guffis
Print Name: Linda Guffis

By: Nan Johnson

Print Name: Nan Johnson

Title: VP of Municipal Systems



Dennis Russell
Print Name: Dennis Russell

Attest: Missy Stewart

Print Name: Missy Stewart

Title: Municipal operations Manager



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES

RFP NUMBER: 2020-30

RFP DUE DATE & TIME: September 30, 2020 at 2:30 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 17, 2020 at 2:00 p.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Revere Control Systems, Inc.

PROPOSER'S MAILING ADDRESS: 2240 Rocky Ridge Road

CITY-STATE-ZIP: Birmingham, AL 35216

F.E.I.N.: 63-0794615

PHONE NUMBER: (205) 271-9806

EMAIL: njohnson@reverecontrol.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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 Nan Johnson
AUTHORIZED SIGNATURE (MANUAL)

Nan Johnson

NAME (TYPED)

Vice President of Municipal Systems

TITLE

September 30, 2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

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

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 – 30

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide technical services on an “as needed basis” for the Utilities Division of the Public Works Department in the field of programming, maintenance, and calibration services to the City’s Supervisory Control and Data Acquisition (SCADA) and Programmable Logic Controller (PLC) process control equipment systems in order to maintain normal operation of the City’s treatment plants, well sites, storage tanks, and pump stations. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as **“PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES”** and reference **RFP No. 2020-30** on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extend outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 39 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year period and any optional renewal period of this

contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

(1) General Overview

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. The scope of work under this contract shall include services in the areas of **(2) Preventative Maintenance**, **(3) Routine Repairs and Advanced Programming** (including SCADA radio telemetry and PLC's), and **(4) Emergency Repairs and Programming**.

A general listing of the facilities to be serviced is provided herewith under this **Section B-Scope of Work**, as detailed in **(6) Current Inventory for the Utilities Division Facilities**, and **(7) Supplemental Information for Utilities Division Facilities**. In general, the services to be provided under the Scope of Work includes, but is not limited to, the following:

(2) Preventative Maintenance Service

1. The successful offeror, also referred to herein as Contractor, shall provide all required programming, maintenance, and calibration services associated with the City's SCADA and PLC Process control equipment systems that is required to maintain normal operation of the treatment plants, well site, storage tanks, and pump stations.
2. All work to be scheduled between the normal work hours of 7:00 AM and 4:00 PM, Monday through Friday.
3. When performing preventative maintenance, upon conclusion of service, a report outlining work performed and work necessary to complete shall be submitted to the City. It is required that as part of this service, the Contractor shall perform services to correct calibration or typical preventative maintenance problems to the system. If additional problems are determined, a scope of repair work shall be prepared and accepted by City prior to commencement of such repair work.
4. When performing preventative on hardware, service visit shall include at a minimum: Cleaning of equipment/instrument per the instructions of the Original Equipment Manufacturer (OEM), cleaning and clearing of instrument supply lines, and instrument calibration verification per manufacturer's recommendations utilizing factory calibrated and properly maintained instruments.
5. The successful offeror will supply all labor, vehicles, tools, testing

equipment and parts, which satisfy manufacturer's applicable requirements. The Contractor shall advise the City of all costs required to provide such services and receive authorization by the City prior to commencing services. The City shall have the right to purchase parts direct from the OEM or through the Contractor.

6. The successful offeror will be responsible for providing advance notification, a minimum of twenty-four (24) hours, to the facility managers of any service or maintenance activities.
7. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the unit price agreement supplied by the vendor with the original contract proposal. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. Policies, if any, on pricing of replacement parts not covered under the unit price agreement supplied by the vendor with the original contract proposal.

(3) Routine Repairs and Advanced Programming Services

1. On an as-needed basis, the successful offeror shall provide SCADA and PLC programming, diagnostic and trouble-shooting services to the City's water and wastewater facilities process control systems and remote pumping facilities (including wells and lift stations RTU's).
2. Prior to the start of any repair work, a proposal to include scope, cost and time to complete the work, shall be submitted by the Contractor to the City for review and approval. The proposal should specify:
 - a. Labor billing rate for repair service not covered under the fixed price annual preventative maintenance service. Rates should include straight time rates, overtime rates, urgent rates and emergency rates, as applicable, and under what circumstances said rates are applied.
 - b. All hourly rates shall include labor, expenses, and travel to the City. These On-Demand services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system trouble-shooting and repair.
 - c. Routine repair work scheduled in advance is defined as: Monday

through Friday, 7:00 a.m. until 4:00 p.m. If the repair impacts normal operations, City may request routine work to be scheduled Monday through Friday between 4:01 p.m. and 6:59 a.m.

(4) Emergency Repairs and Programming Services

1. The successful offeror shall provide emergency SCADA and PLC programming, and repair services to the City's water and wastewater facilities process control systems.
2. Emergency service is 24-hours per day, 7 days a week. Contractor shall respond, and be at the City's work location, responding to emergency calls with eight (8) hours of the City's request. *Emergency rates shall apply to the first eight (8) hours of service, after which any remaining work will revert to routine, scheduled work rates.*
3. All hourly rates shall include labor, expenses, and travel to the City. These emergency services may include instrument diagnostic and repair work, PLC equipment repair/replacement, software program updates, SCADA system integration work and general Process Control system troubleshooting and repair.
4. The City shall authorize any repairs that are necessary to return any equipment to operating status.

(5) Parts and Materials Used

1. In such cases where the Contractor is authorized to furnish new parts, either for repair or 100% replacement, the City's cost shall be limited to a value equal to the Contractor's actual cost, including freight. The Contractor shall not invoice the City any markup fees or additional percentage of cost. Original invoices from the parts' distributor or manufacturer shall be made available to the City upon request or payment may be withheld.
2. The Contractor is to ensure that all parts and materials used will be new and conform to the OEMs specifications. The Contractor is to use only new parts, assemblies or subassemblies, approved by the OEM, and is not to install used parts, or those removed from another system without the written approval of the City.
3. The City reserves the right to supply the Contractor with any parts on hand that would bring an item of equipment up to serviceable conditions. Any parts provided to the Contractor by the City will be provided at no cost to the Contractor.
4. The Contractor shall guarantee OEM replacements parts for a period of one

(1) year after the repair work is complete.

(6) Current Inventory for Utilities Division Facilities

This is a list of the current instrument inventory as of this bid. The addition of new equipment and replacement of current equipment may result in changes to this list. This list should be used by the offeror to establish City needs and appropriate pricing. The scope of work will include all utility sites and facilities, i indicated below.

Water Treatment Facility

1. Control Room (LPRO): Emerson Controlwave RED with RIO 1-2 (Electrical Room), RIO1-2 (Maintenance Shop) and RIO 1-4 (Lime Softening Building)
2. Sand Filter Building: Allen Bradley CompactLogix
3. High Service Pump Station: Emerson Controlwave PAC
4. Clearwell Transfer Pumps: Allen Bradley SLC 500

Water Supply Wells

1. Division 4D: Emerson Micro
2. Division 5D: Emerson Micro
3. Division 8D: Emerson 3305
4. Division 12D: Emerson Micro
5. Division 15D: Emerson Micro
6. Division 17D: Emerson 3305
7. Rima Ridge 35R: Emerson Micro
8. Rima Ridge 39R: Emerson Micro
9. Rima Ridge 40R: Emerson Micro
10. Rima Ridge 41R: Emerson Micro
11. Rima Ridge 36R: Emerson Express
12. Rima Ridge 37R: Emerson Express
13. Rima Ridge 38R: Emerson Express
14. State Road 40WF18SR: Emerson Micro
15. State Road 40WF19SR: Emerson Micro
16. State Road 40WF21SR: Emerson Micro
17. Hudson 24H: Emerson Micro
18. Hudson 22H: Emerson Express
19. Hudson 23H: Emerson Express

Water Distribution Booster Stations

1. State Park: Emerson Micro
2. Granada: Emerson Micro
3. Riverview: Emerson Micro
4. Nova: Emerson Micro

Water Storage Tanks

1. WTP Elevated Water Storage Tank
2. Standish Ground Storage Tank: Emerson Micro
3. Leeway Elevated Storage Tank: Emerson Micro

Wastewater Treatment Facility

1. Influent Pump Station (PLC-1)
2. Alum/Polymer Bldg. (PLC-2)
3. RAS/WAS Pump Station (PLC-3)
4. Main Electrical Building (PLC-4)

Wastewater Lift Stations

1. LS-1M (Mainland 1): Emerson Micro
2. LS-2M (Mainland 2): Emerson Micro
3. LS-3M (Mainland 3): Emerson Micro
4. LS-4M (Mainland 4M): Emerson Micro
5. LS-4M1 (Mainland 4M1): Emerson Micro
6. LS-5M (Mainland 5M): Emerson Micro
7. LS-6M (Mainland 6M): Emerson Micro
8. LS-7M (Mainland 7M): Emerson Micro
9. LS-7M1 (Mainland 7M1): Emerson Micro
10. LS-8M (Mainland 8M): Emerson Micro
11. LS-8M1 (Mainland 8M1): Emerson Micro
12. LS-8M2 (Mainland 8M2): Emerson Micro
13. LS-8M3 (Mainland 8M3): Emerson Micro
14. LS-9M (Mainland 9M): Emerson Micro
15. LS-10M (Mainland 10M): Emerson Micro
16. LS-11M (Mainland 11M): Emerson Micro
17. LS-12M (Mainland 12M): Emerson Micro
18. LS-13M (Mainland 13M): Emerson Micro
19. LS-1P (Peninsula 1P): Emerson 3305
20. LS-2P (Peninsula 2P): Emerson Micro
21. LS-3P (Peninsula 3P): Emerson Micro
22. LS-4P (Peninsula 4P): Emerson Micro
23. LS-5P (Peninsula 5P): Emerson 3305
24. LS-6P (Peninsula 6P): Emerson Micro
25. LS-7P (Peninsula 7P): Emerson Micro
26. LS-8P (Peninsula 8P): Emerson Micro
27. LS-AB1 (Aberdeen 1): Emerson Micro
28. LS-AB2 (Aberdeen 2): Emerson Micro
29. LS-AB3 (Aberdeen 3): Emerson Micro
30. LS-AB4 (Aberdeen 4): Emerson Micro
31. LS-AB5 (Aberdeen 5): Emerson 3305
32. LS-ABP (Airport Business Park): Emerson Micro
33. LS-AYO (Arroyo Parkway): Emerson 3305
34. LS-BAT (Breakaway Trails): Emerson Micro
35. LS-BC (Bear Creek): Emerson Micro

36. LS-CAM (Camelot): Emerson Micro
37. LS-CG (Castle Gate): Emerson Micro
38. LS-CHEL1 (Chelsea 1): Emerson Micro
39. LS-CHEL2 (Chelsea 2): Emerson Micro
40. LS-CRKSD (Creekside): Emerson Micro
41. LS-CS (CharlesCity Square): Emerson Micro
42. LS-FQ (Forest Quest): Emerson 3305
43. LS-GBC (Garden Business Center): Emerson 3305
44. LS-HD (Harley Davidson): Emerson Micro
45. LS-HH (Halifax Hospital): Emerson Micro
46. LS-HOMAC (HOMAC): Emerson Micro
47. LS-LO (Laurel Oaks): Emerson Micro
48. LS-MAC (MacDonald's): Emerson Micro
49. LS-OG (Ormond Green): Emerson Micro
50. LS-OL1 (Ormond Lakes 1): Emerson Micro
51. LS-OL2 (Ormond Lakes 2): Emerson Micro
52. LS-OL4 (Ormond Lakes 4): Emerson 3305
53. LS-OM (Ormond Mall): Emerson Micro
54. LS-PT (Pine Trail): Emerson Micro
55. LS-PWS (Pathway Elementary School): Emerson Micro
56. LS-SAN (San Marco): Emerson 3305
57. LS-SC (Shadow Crossings): Emerson Micro
58. LS-SL (Shadow Lakes): Emerson Micro
59. LS-SM (Spring Meadows): Emerson Micro
60. LS-SO (Sandy Oaks): Emerson Micro
61. LS-SP (Southern Pines): Emerson 3305
62. LS-SR (Saddlers Run): Emerson Micro
63. LS-SW (Spanish Waters): Emerson Micro
64. LS-TM (Tomoka Meadows): Emerson Micro
65. LS-CITYE (City Center): Emerson Micro
66. LS-VGO (Villagio): Emerson Micro
67. LS-WM (Walmart): Emerson Micro
68. LS-CRN (Crown): Emerson Micro
69. LS-RB (River Bend): Emerson Micro
70. LS-CP (City Provs): Emerson Micro
71. LS-DC: Emerson 3305
72. LS-HR: Emerson Micro
73. BSAIR: Emerson Micro
74. LS-HW: Emerson Micro
75. LS-RO: Emerson Micro
76. SWLC: Emerson Micro

Reuse Storage and Pumping Stations

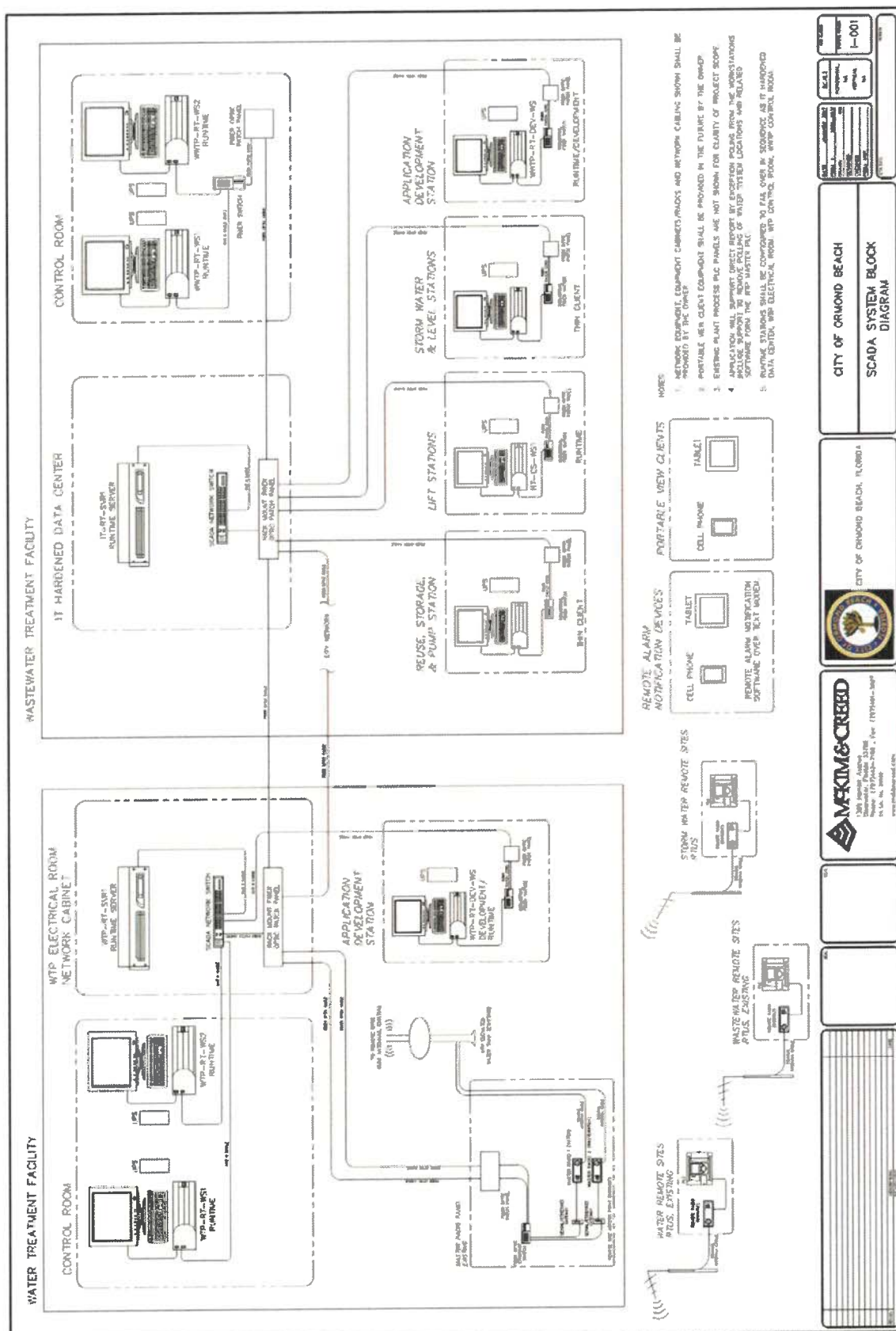
1. Orchard St. High Service: Emerson Micro
2. Breakaway Trails: Emerson Micro
3. Shadow Crossing: Emerson Micro

Storm Water Pumping Stations (Total of 2)

Storm Water Level Stations (Total of 4)

(7) Supplemental Information for Utilities Division Facilities

1. A SCADA System Configuration and Communication diagram has been prepared and included as part of this package. The diagram provides general information on the details of major SCADA system computer components and connectivity.



2. The City presently uses VTScada 11.3 software by Trihedral, Inc. as its SCADA system software platform.
3. The City's control hardware platform is existing and will continue in service through the duration of the contract. With limited exceptions, the control system hardware is ControlWave RTUs and PLCs by Emerson Process Management. Other equipment in use includes Allen Bradley CompactLogix, Allen Bradley SLC500 and Siemens S7 PLCs. When modifications are required for the Emerson RTU/PLC software, the vendor will utilize the services of Emerson Process Management to revise software and test the modifications.
4. VTScada 11.3 software is currently used at the City's water and wastewater treatment facilities, and remote pumping facilities (including raw water wells, potable water and reclaimed water pump stations, and sanitary sewer and stormwater lift stations).
5. All components of the City's utility infrastructure are existing systems, required to be operational during all construction/testing periods. The work and services provided under this contract shall be scheduled and coordinated with the City, at their convenience, to minimize the disruption of system operations.

(8) Contractor Qualifications

1. The Contractor shall perform all work necessary to select, furnish, configure, customize, debug, install, connect, calibrate (if required by the City), place into operation all hardware & software specified within specification form and to install all system software upgrades as required by the City to keep systems updated and running within the manufactures supported versions to include but not limited to VTScada 11.3, Control Wave Designer programming software (Emerson PLC software) MODBUS, as well as working knowledge of Altivar VFD's.
2. The Contractor shall be a "systems house" regularly engaged in the design and the installation of computer systems and their associated subsystems as they are applied to the municipal water or wastewater industry. For the purposes of this specification section, a "systems house" shall be interpreted to mean an organization that complies with all of the following criteria:
 - a. Employs a registered professional Control Systems Engineer or Electrical Engineer to supervise or perform the work required by this specification section.

- b. Employs personnel on this project who have successfully completed a manufacturer's training course on the configuration and implementation of the specific programmable controllers, computers and software.
 - c. Has performed work of similar or greater complexity on at least five (5) previous projects. Shall submit names, addresses, telephone numbers, and details of instrumentation.
 - d. Has been in the water/wastewater industry or similar industrial process controls performing the type of work specified in this specification section for a minimum of ten (10) years.
- 3. The Contractor shall maintain a fully equipped office/production facility with full-time employees capable of fabricating, configuring, installing, calibrating, troubleshooting, and testing the system specified herein. Qualified repair personnel shall be available and capable of reaching the facilities within a twenty-four (24) hour period for non-emergency services and shall be available and capable of reaching the facilities within a four (8) hour period for emergency services.
- 4. Actual installation of a system or additional equipment need not be performed by the company's employees; however, the company shall be responsible for the on-site technical supervision of the installation. Written approval must be given by the City for any subcontractors.
- 5. The Contractor shall submit a statement of qualifications, relevant to the specifications proposed for this bid that includes: equipment inventory, facility description, resumes of key personnel, experience references, and certifications.
- 6. The Contractor shall provide a list of telephone numbers, pager numbers, and cellular phone numbers where an Instrumentation Specialist can be reached at all times in the event of an emergency. Maximum thirty (30) minute call back time is required.
- 7. The Contractor's personnel working on-site at any City facility must be full-time or contracted employees of the awarded vendor and have photo identification to enter site and available upon request. The photo identification must contain the employee's full name, the bidder's official logo or name, occupational license number, and a unique employee identification number.
- 8. The City reserves the right to require a specific Equipment/Programming Specialist, as long as said Specialist is employed by the Contractor.

(9) Security and Proprietary Information

1. The City's proprietary information stored on electronic computing devices whether owned, or leased by the City, an employee or a third party, remains the sole property of the City. Contractor must ensure through legal or technical means that proprietary information is protected in accordance with the DATA PROTECTION STANDARD. Contractor has a responsibility to promptly report the theft, loss or unauthorized disclosure of the City's proprietary information. Contractor may access, use or share the City's proprietary information only to the extent it is authorized and necessary to fulfill assigned job. Remote access to the City's Process Control System(s) shall be minimized to the greatest extent possible to ensure the security of the system. The Contractor should be prepared to perform all but the most urgent repair work on-site.
2. The following are strictly prohibited:
 - a. Accessing data, a server or an account for any purpose other than conducting City business.
 - b. Exporting software, technical information, encryption software or technology, in violation of international or regional export control laws. The appropriate management should be consulted prior to export of any material that is in question.
 - c. Introduction of malicious programs into the network or server (e.g., viruses, worms, Trojan horses, e-mail bombs, etc.).
 - d. Effecting security breaches or disruptions of network communication. Security breaches include, but are not limited to, accessing data of which the Contractor is not an intended recipient or logging into a server or account that the Contractor is not expressly authorized to access, unless these duties are within the scope of regular duties. For purposes of this section, "disruption" includes, but is not limited to, network sniffing, pinged floods, packet spoofing, denial of service, and forged routing information for malicious purposes.
 - e. Port scanning or security scanning.
 - f. Connecting equipment to or exporting to any removable storage device without prior authorization from the City.
 - g. Circumventing user authentication or security of any host, network or account.

- h. Introducing honeypots, honeynets, or similar technology on the City's network.
- i. Divulge remote connection modem phone numbers or other access points to City's computer resources to anyone without proper authorization.
- j. Share account(s), passwords, Personal Identification Numbers (PIN), Security Tokens (i.e. Smartcard), or similar information or devices used for identification and authorization purposes.
- k. Make unauthorized copies of copyrighted or City-owned software.
- l. Use of non-standard shareware or freeware software without the appropriate City Management approval.
- m. Download, install or run security programs or utilities such as password cracking programs, packet sniffers, or port scanners that reveal or exploit weaknesses in the security of a City computer resource unless approved.

(10) System Continuity

- 1. Should the City require on-site services, the Contractor shall make every effort to ensure that the equipment or system is left in operating condition. Should repairs performed by the Contractor result in equipment or system failure, the Contractor shall, within one (1) hour, inform the City authorized representative of the anticipated length of downtime. The Contractor shall make every effort to expedite repairs to minimize the downtime.
- 2. Should the City require on site services, (upon completion of all repairs, calibration, system start up and checkout procedures, and while the systems are in a "normal operating" condition), the Contractor and authorized City staff shall jointly demonstrate system performance to determine that the equipment operates properly and is acceptable. If control system loop checks are required, proper operation of the system loop shall be verified by operating all devices in the loop. Any failures shall be deemed as not meeting OEM requirements and shall require retesting and return of the equipment to the Contractor for further evaluation.

(11) Training

In the event, the successful offeror installs new equipment, software or system programming, they shall be responsible to provide City a hard copy and electronic training material and user manuals.

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 21, 2020 at 5 p.m. which is nine (9) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:30 p.m. on September 30, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “**PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Proposer’s Statement of Qualification: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN;

number of years organization has been in business; number of years your firm has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- e. Profile or Proposer: State whether your firm is local, national or international in size. Give the location of the office from which the work is to be done. State the size of staff, number of professional staff and over-all experience of assigned staff for this project.

C. Technical Proposal

1. General Requirements

The purpose of the technical proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the "PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES", in conformity with the requirements of this Request for Proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. Although additional data may be included, the following items must be presented as they represent the criteria against which the proposal will be evaluated.

- a. Qualifications, Capabilities, and Experience of the Firm
 - i. Describe your firm's history and the organizational structure of the team established to manage the project.

This is to include the administrative operation and key personnel and their area of responsibility.

- ii. Describe the methodology employed to ensure prompt service, customer satisfaction, prompt complaint resolution, and effective employee performance and training.
- iii. Provide information of your top five customers.
- iv. List the last three (3) contracts held comparable to this specific project and related experience accomplished by the proposer firm. Indicate:
 - Client Name, address, and telephone number
 - Principal/Project Manager in charge, licensing/certifications, various team positions
 - Description of the contract including;
 - Contract objective(s)/accomplishments
 - Challenges encountered, resolutions
 - Contract starting and ending dates
- v. Comment on other areas which make your firm different from your competitors.

D. Cost Schedule

Bidders shall provide a comprehensive **“RATE SCHEDULE.”** Bidders are given the option of developing and submitting their own **“RATE SCHEDULE”** that best reflects their company structure OR bidders may complete the table entitled **“RATE SCHEDULE,”** which includes additional blank spaces for unlisted job titles and rates, provided at the bottom of the table. These blank spaces are intended to allow the bidder to add other titles and rates as they deem necessary in their proposal.

In the **“RATE SCHEDULE”** table provided in the specifications, **“ISA”** refers to the International Society of Automation. While the Cost Schedule lists ISA certification, other comparable certifications are permissible. In addition, the term **“Straight Time”** shall be understood to mean all hours worked during normal weekdays but not exceeding eight (8) hours per day. Similarly, **“Overtime”** shall be understood to mean all hours worked after eight (8) hours on weekdays AND all hours worked on Holidays and weekends. **“EI”** refers to an Engineering Intern while **“PE”** refers to a Professional Engineer licensed in the State of Florida.



City of Ormond Beach, Florida
Process Control System, Equipment & Instrumentation Services
RFP No. 2020 – 30

Rate Schedule

	Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Travel Time Hourly Rate
1	Project Manager	\$180.00	\$220.00	\$180.00
	Design Engineering, Support Services			
2	Professional Engineer / Engineering Group Leader	\$180.00	\$220.00	\$180.00
3	Senior Project Engineer / Senior Project Specialist	\$160.00	\$200.00	\$160.00
4	Project Engineer III / Project Specialist III	\$140.00	\$180.00	\$140.00
5	Project Engineer II / Project Specialist II	\$120.00	\$160.00	\$120.00
6	Project Engineer I / Project Specialist I	\$100.00	\$140.00	\$100.00
7	CAD Operator	\$ 75.00	\$ 115.00	N/A
8	Documentation Coordinator	\$ 50.00	\$ 75.00	N/A
	Field Service			
9	Field Service Group Leader	\$125.00	\$165.00	\$125.00
10	Field Service Technician	\$110.00	\$150.00	\$110.00
	Electrical Construction			
11	Electrical Superintendent / Site Manager	\$ 120.00	\$ 160.00	\$ 120.00
12	Retrofit / Journeyman Electrician	\$ 80.00	\$ 120.00	\$ 80.00
13	Electrical Technician / Shop Technician	\$ 70.00	\$ 110.00	\$ 70.00

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

A.	Cost Schedule	20%
B.	Experience	20%
C.	Qualifications	20%
D.	Capability	20%
E.	Past Performance	20%

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. 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.
- F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the

proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.

- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30**

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30**

**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.

Revere Control Systems, Inc.

COMPANY NAME

Nan Johnson

AUTHORIZED SIGNATURE

Nan Johnson

NAME (PRINT OR TYPE)

Vice President of Municipal Systems

TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020 - 30

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Revere Control Systems, Inc.

Company Name

Nan Johnson

Authorized Signature

Nan Johnson

Print Name

Vice Preseident of Municipal Systems

Title

ORIGINAL



Submitted To:

City of Ormond Beach
1st Floor Training Room, City Hall
22 South Beach Street
Ormond Beach, Florida, 32174

RFP 2020-30 Process Control System, Equipment, & Instrumentation Services

Due Date & Time: Wednesday, September 30, 2020 2:30 P.M. EDT

Submitted By:

Revere Control Systems Inc.
2240 Rocky Ridge Road
Birmingham, Alabama 35216
Contact: Nan Johnson
Phone: (205) 271-9806
Email: njohnson@reverecontrol.com



ENGINEERED TO SERVE



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TAB 1



September 29, 2020

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

Reference: Request for Proposal – Process Control System, Equipment & Instrumentation Services

Revere Control Systems, Inc. presents the following Proposal in response to the City of Ormond Beach's Request for Proposal for Process Control System, Equipment and Instrumentation Services. The information included is accurate and represents our experience as it relates to your request.

Revere's long history and depth of experience are two (2) key elements that will benefit the City of Ormond Beach if selected to provide the Process Control System, Equipment & Instrumentation Services. Our Municipal Division includes team members with years of experience and an established reputation in the Water/Wastewater industry. As demonstrated in the enclosed references, Revere provides Engineering services for Process Control Systems through the State of Florida and the Southeastern United States.

Revere Control Systems, Inc. has been in the SCADA business for forty (40) years with installations throughout the Southeastern United States. We are primarily engaged in the business of Instrumentation and Automation Controls with a focus on the Water/Wastewater Industry.

We are confident in our ability to meet your expectations based on the experience and knowledge of our Project Team including the Executive Sponsor, Project Manager, Engineering Group Managers, Project Engineers and Field Service Technicians. Revere has the resources of in-house staff, facilities and finances to successfully provide the services required to support City of Ormond Beach's Process Control System.

As a company, Revere holds the Florida state licenses and authorizations required to perform the outlined scope of work including a General Contractor's License, Electrical Contractor's License, Professional Engineer License and Certified Project Manager Professionals.

We are committed to providing support services for the initial contract duration of three (3) years with two (2) additional one (1) year contract renewals for a total of five (5) years.

Thank you for your consideration of Revere Control Systems, Inc. and we look forward to sharing more information about our experience and capabilities of working with the City of Ormond Beach.

Respectfully Submitted,

Nan Johnson, PMP
Vice President of Municipal Systems
Revere Control Systems, Inc.



City of Ormond Beach, Florida
Process Control System, Equipment & Instrumentation Services
RFP No. 2020 – 30

Rate Schedule

	Classification	Straight Time Hourly Rate	Overtime Hourly Rate	Travel Time Hourly Rate
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8	Documentation Coordinator	\$ 50.00	\$ 75.00	N/A
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9	Field Service Group Leader	\$125.00	\$165.00	\$125.00
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City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: **PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES**

RFP NUMBER: **2020-30**

RFP DUE DATE & TIME: **September 30, 2020 at 2:30 pm**

RFP OPENING LOCATION: **1st Floor Training Room, City Hall, 22 S. Beach Street, Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: **September 17, 2020 at 2:00 p.m.**

PRE-PROPOSAL MEETING LOCATION: **Public Works Training Room, 501 N. Orchard Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Revere Control Systems, Inc.

PROPOSER'S MAILING ADDRESS: 2240 Rocky Ridge Road

CITY-STATE-ZIP: Birmingham, AL 35216

F.E.I.N.: 63-0794615

PHONE NUMBER: (205) 271-9806

EMAIL: njohnson@reverecontrol.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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 Nan Johnson
AUTHORIZED SIGNATURE (MANUAL)

Nan Johnson

NAME (TYPED)

Vice President of Municipal Systems

TITLE

September 30, 2020

DATED

**CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
PROCESS CONTROL SYSTEM, EQUIPMENT & INSTRUMENTATION SERVICES
RFP NO. 2020-30**

**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.

Revere Control Systems, Inc.

COMPANY NAME

Nan Johnson

AUTHORIZED SIGNATURE

Nan Johnson

NAME (PRINT OR TYPE)

Vice President of Municipal Systems

TITLE

CITY OF ORMOND BEACH, FLORIDA
REQUEST FOR PROPOSALS
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RFP NO. 2020 - 30

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- 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.

Revere Control Systems, Inc.

Company Name

Nan Johnson

Authorized Signature

Nan Johnson

Print Name

Vice President of Municipal Systems

Title

TAB 2

Revere Control Systems Inc. Statement of Qualification

Revere Control Systems Inc. corporate headquarters is located in Birmingham, Alabama. The company was established July 12, 1980 and has been in business under the same name from its inception. Revere specializes in control systems engineering with over 40 years of experience in the electrical engineering and automation field.

Principal address

Revere Control Systems Inc.
2240 Rocky Ridge Road
Birmingham, Alabama 35216
Phone: (205) 824-0004
Fax: (205) 824-0439

FEIN: 63-0794615

List of Corporate Officers

*Names and titles of all officers, partners or individuals doing business under trade name:

- **Robert R. Adams**, President
- **T. Rick Braddock**, Vice President of Operations
- **Thomas M. Adams**, Vice President of Safety, Quality and Compliance
- **Nanette D. Johnson**, PMP, Vice President of Municipal Systems/Corporate Secretary
- **Jason W. Leeper, P.E.**, Vice President of Industrial Systems
- **David L. Williams, P.E.**, Vice President of OEM Systems
- **Thomas C. York, P.E.**, Executive Vice President/Chief Operating Officer
- **Marc D. Handley**, Vice President of Strategy Process Continuous Improvement
- **G. Greg Graves**, Vice President of Sales & Marketing
- **Lisa Milano**, Vice President of Human Resources

Statements

*Statement of whether your firm has ever failed to complete work awarded to you:

- **No.** Revere Control Systems, Inc. has completed all work that has been awarded.
There has never been a failure to complete any work awarded.

*List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years:

- **No.** Revere Control Systems Inc. ***has not had any*** claims, arbitrations, administrative hearings and lawsuits during the last five years.

*List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants:

- **No.** Revere ***does not have*** any criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

*State whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- **No.** Revere Control Systems, Inc., nor its principals or officers ***have never been convicted*** of a Public Entity Crime, debarred or suspended from bidding by any government entity.

Revere Control Systems, Inc. Company Profile

Established in 1980 in Birmingham, Alabama, Revere Control Systems employs approximately two hundred (200) people with one goal in mind: to be recognized as the preferred automation, communication, and information integrator in the field of Water and Wastewater.

We are experts in Industrial Automation. Our advice, automation engineering, and construction skills are all in-house and bundled together for one purpose: to perform better and faster for our customers with less coordination issues and less risk than any other method or choice.

Facilities



The Revere Control Systems Birmingham complex contains 64,000 square feet of production and administrative office space.

Main Office: 2240 Rocky Ridge Rd., Birmingham, AL 35216
205.824.0004

North Carolina Office: 2331-L Crown Point Executive Drive, Charlotte, NC 28227
704.851.4816

Florida Office: 3810 Drane Field Rd., Ste. 7, Lakeland, FL, 33811
863.226.0219

Texas Office: 2620 Summerhill Road, Texarkana, TX 75503
903.716.7070

Legal Form of Business and Revenue History

Revere Control Systems, Inc. is a Corporation. Our Revenue for Fiscal Year 2018 (Ending 6/30/2018) was \$41.534M, for Fiscal Year 2019 (Ending 6/30/2019) was \$43.271, and for Fiscal Year 2020 (Ending 6/30/2020) was \$44.029M.

Project Bonding

Revere can provide **performance or supply bonding**. Our bonding capacity is \$35M. Our bonding company is Hanover Insurance Company; our agent is Joey Bole with Cobbs, Allen & Hall of Birmingham, Alabama (205) 414-8100.

Insurance

Revere carries the following basic insurance coverage:

Workmen's Compensation	\$ 1,000,000
Automobile Liability	\$ 1,000,000
General Liability	\$ 5,000,000
Excess Liability	\$10,000,000
Errors & Omissions	\$ 5,000,000

Contractor Licenses

Alabama General Contractor License	No. 21662
Tennessee Contractor License	No. 40950
Florida General Contractor License	No. CG-C060338
Florida Electrical Contractor License	No. EC13008291
Florida Qualified Business License	No. QB0010707
Georgia Electrical Contractor License	No. EN217283
Louisiana Electrical Contractor License	No. 39583
Mississippi Electrical Contractor License	No. 17818-MC
North Carolina Electrical Contractor License	No. 30254-U
Oklahoma Electrical Contractor License	No. 00171417
South Carolina Mechanical Contractor License	No. M112558
Texas Electrical Contractor License	No. 31584

Revere Control Systems is **authorized to perform engineering** in the following states:

- Alabama Certificate of Authorization Number CA-01318-E
- Arkansas Certificate of Authorization Number 2955
- **Florida Certificate of Authorization Number 8769**
- Georgia Engineer Firm License Number PEF006354
- Oklahoma Certificate of Authorization Number 7594
- South Carolina Certificate of Authorization Number 3899
- Tennessee Letter of Authorization, File Number 3841
- Texas Certificate of Authorization Number 16762

Engineering Qualifications

Revere has the following qualified staff:

- 50+ Degreed Engineers, including Professional Engineers with registrations in Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Illinois, Louisiana, Massachusetts, Mississippi, Nevada, New Mexico, North Carolina, Ohio, Oklahoma, South Carolina, Tennessee, Texas, Utah, Virginia, West Virginia, and Wyoming
- Certified Project Management Professionals

Company Personnel and Talent

The Revere Team continues to grow in number and experience. The following represents the diversity of our team across the business.

- Total Number of Full Time Employees = 194
- Executive/Senior Management = 17
- Human Resources = 3
- Accounting = 4
- Information Technology = 3
- Project Management = 8
- Engineering = 85
- Field Service = 4
- Business Development & Sales Support = 20
- Panel/Manufacturing Production = 40
- Administrative and Office Support = 10

Senior Managers

- Bob Adams, President
- Tom York, PE, Chief Operating Officer
- Tom Adams, Vice President of Safety, Quality and Compliance
- Rick Braddock, Vice President of Operations
- Nan Johnson, PMP, Vice President of Municipal Systems
- Jason Leeper, PE, Vice President of Industrial Systems
- David Williams, PE, Vice President of OEM Systems
- Greg Graves, Vice President of Sales & Marketing
- Marc Handley, Vice President of Strategy Process Continuous Improvement
- Lisa Milano, Vice President of Human Resources
- Rob Shanks, Director of PAC Systems
- Andy Wilson, Director of Construction Services
- Simon Lindley, Director of Information Technology

History of Control Systems

Revere Control Systems, Inc. has worked in the Municipal Water/Wastewater Marketplace since the business was established in 1980. As a result, we have implemented, installed and updated a large number of control systems across the Southeastern United States. We have also provided professional services contracts to various municipalities as well which include the following services; Systems Integration, Instrumentation and Contractor Services for Water and Wastewater, energy supply, Energy Delivery on an as-needed basis. Upon request, we will provide a list of our completed projects in the Municipal (Public) Marketplace over the past five (5) years.

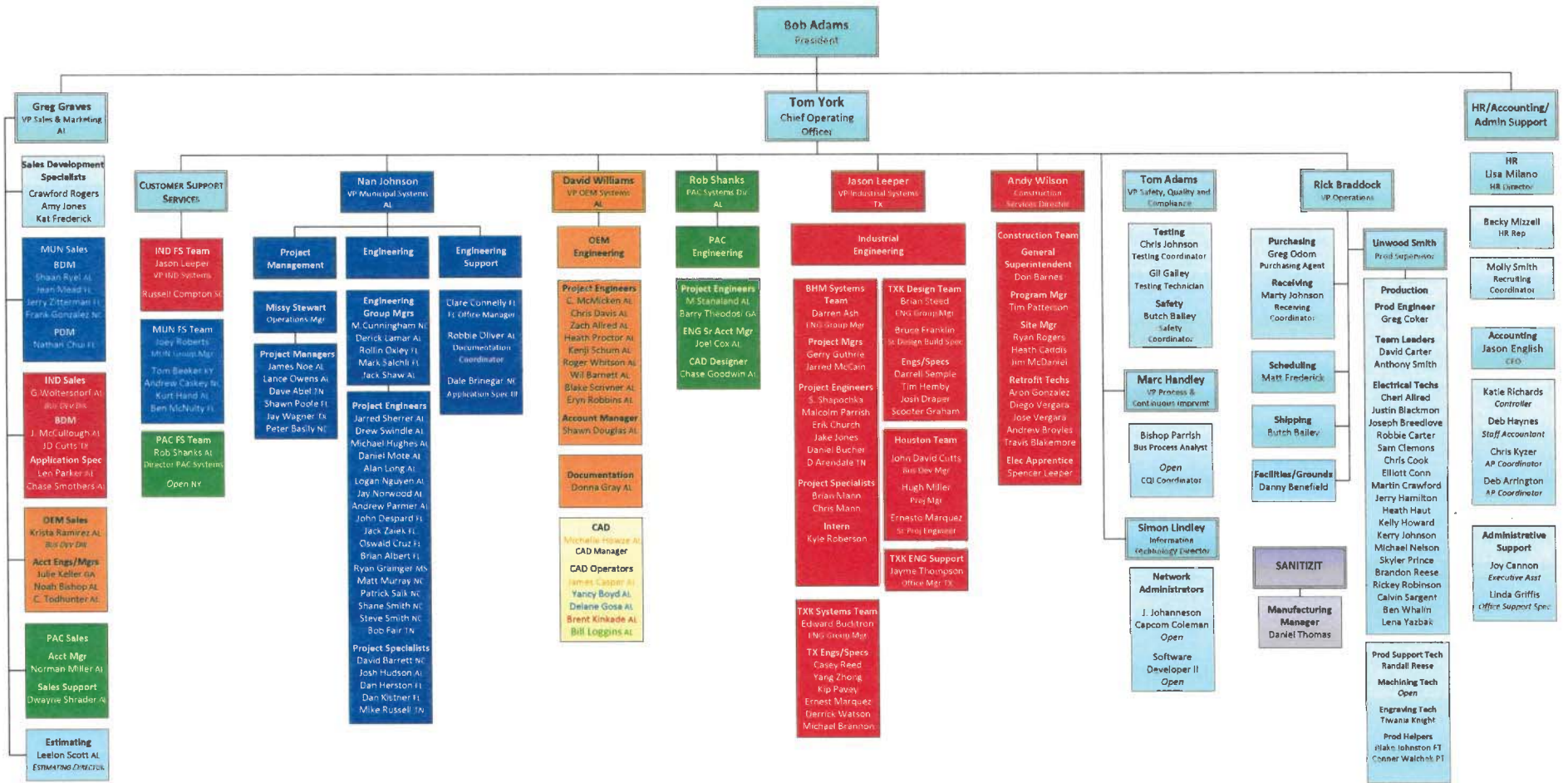
Local Office for Project Implementation

Our Office and Project Team members located in Lakeland, Florida will support the project for the City of Ormond Beach Process Control System, Equipment, and Instrumentation Services. Disciplines including Project Management, Engineering and Field Service are provided from this location. Additional support may be provided from personnel located in our Main Office in Birmingham, Alabama including Executive Sponsorship. The attached organizational charts detail our corporate structure and additionally, the project team and their responsibilities.

The Revere Difference

Revere strives to provide the services required to implement, maintain and service the full scope of a Plant Control System including the Field Investigation, Engineering Design, Programming, Panel Production, Factory Testing, Installation, Startup and Commissioning. Our company structure includes the knowledge and resources to perform the installation of control panels and conduit/wire. The Electrical Installation services for the Plant Control System can be provided by Revere's Construction Services Team or with the one of subcontract partners.

Revere Control Systems, Inc.
Organization Chart
 August 2020



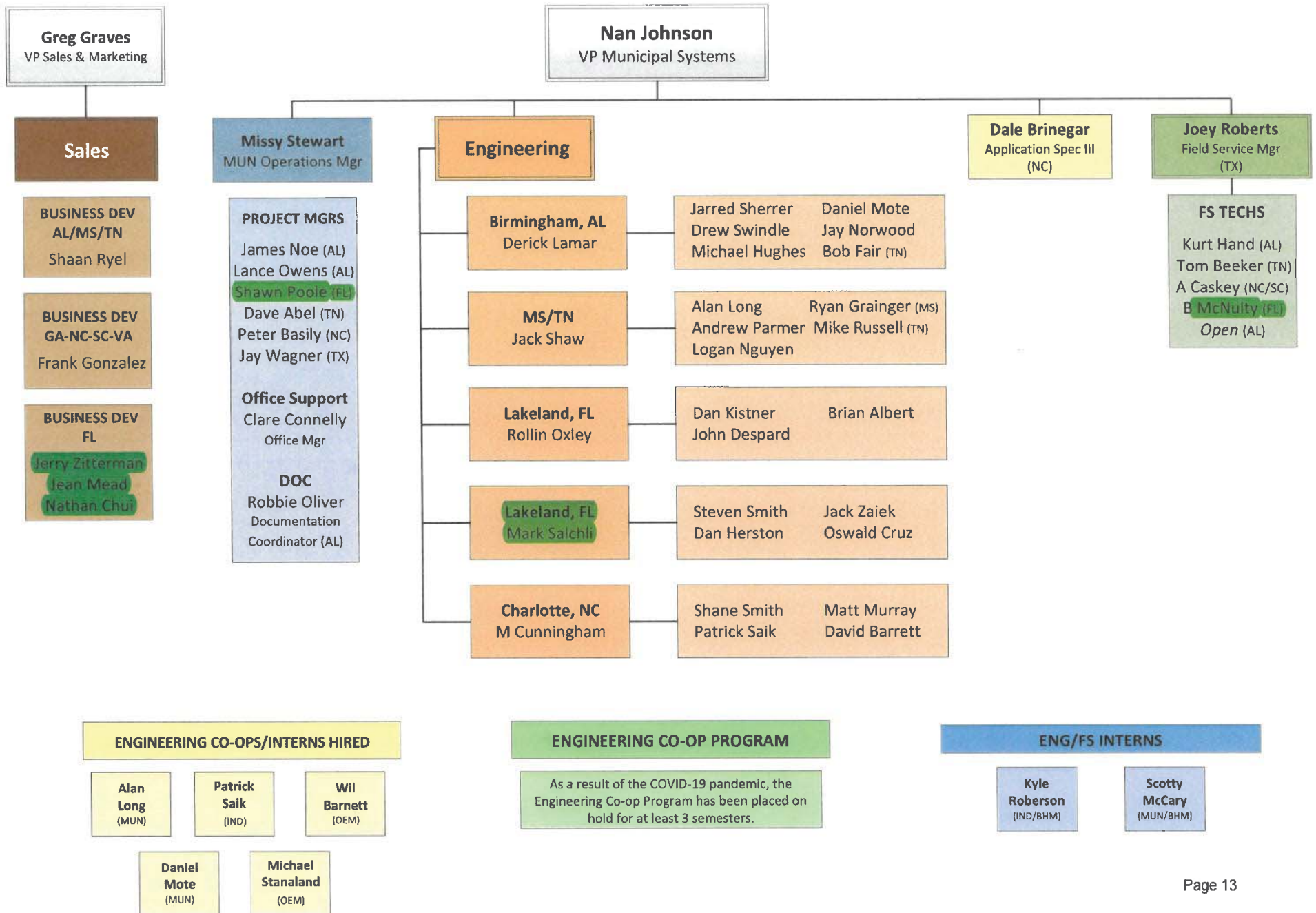
Engineering Co-op Students

As a result of the COVID-19 pandemic, the Engineering Co-op Program has been put on hold for at least 3 semesters.

Hired as Engineers/Interns
 Alan Long • Michael Stanaland • Patrick Salk
 Will Barnett • Daniel Mote • Julia Justus

Municipal Systems Organization Chart

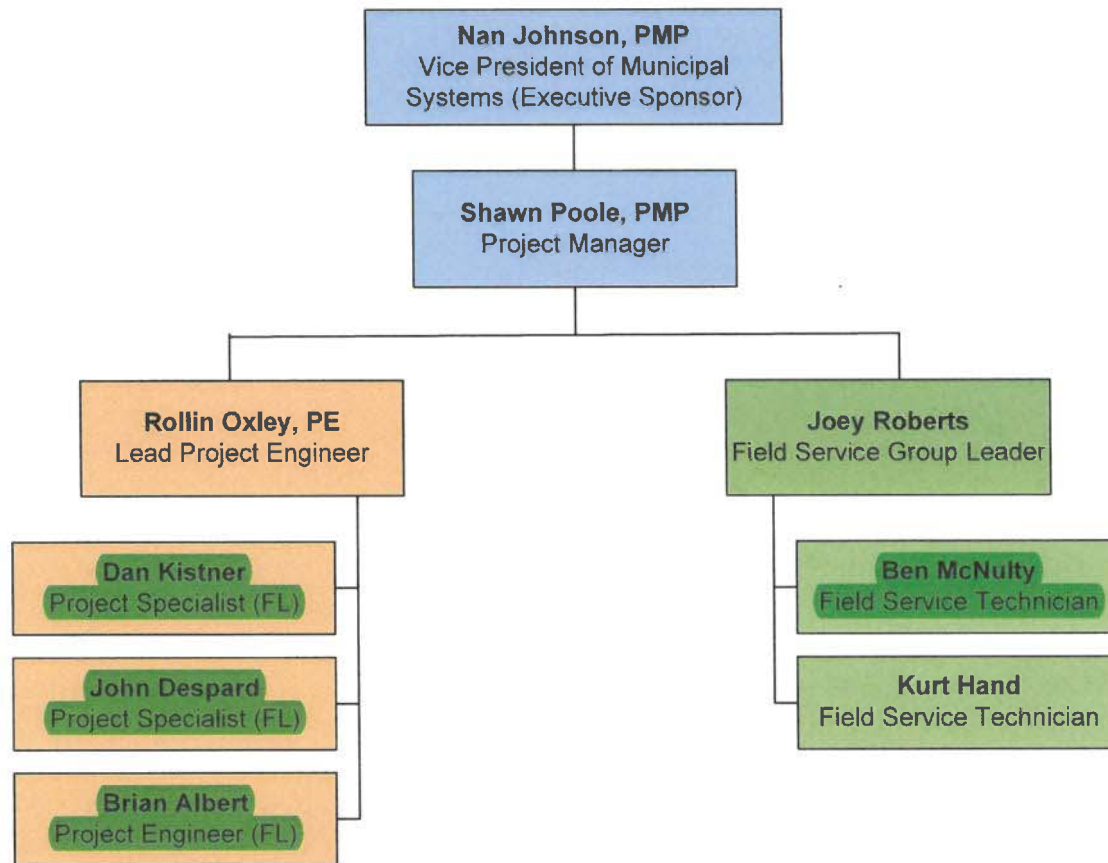
August 2020



Ormond Beach, Florida

Process Control System Professional Services

Revere Control Systems, Inc. – Project Team Organization Chart



Vice President

Administration

Nan Johnson, PMP

Vice President of Municipal Systems
Birmingham Office



Industry

- Water & Wastewater
- Industrial

Experience

- Joined Revere Control Systems in 2007
- Responsibilities include: planning, organizing and directing the activities of Municipal Systems so that company objectives are efficiently achieved, company policies and procedures are adhered to, and high customer and employee satisfaction rates are maintained
- Previous experience: 18 years' experience in water/wastewater systems engineering and project management
- HMI/SCADA: FIX 32, iFIX, Cimplicity, RSView32, Wonderware
- Communications: LAN/WAN, Radio (MAS), Ethernet, Modbus, Serial
- PLC: GE 90-30, 90-70, VersaMax, Rx3i, Allen-Bradley SLC, ControlLogix, MicroLogix
- Instrumentation: Flow, Level, Analytical
- Database: SQL Server
- Other: Networks, Field Startup
- Programming Languages: VisualBasic

Specialty Areas

- HMI Configuration
- Communications/Networks
- Field Startup
- Project Management

Training/Certification/Memberships

- Six Sigma Greenbelt Certification
- Professional Employee Management Development Course (PEMDC)
- Firm Price Job Management (FPJM)
- Contract Awareness and Risk Exposure (CARE)
- Project Management Professional (PMP) Certification Number 1203917

Education

- BS Computer Science, University of South Carolina, Columbia, South Carolina
- Associate of Arts, Anderson College, Anderson, South Carolina

Project Management

Shawn Poole, PMP
Project Manager
Lakeland Office



Industry

- Water & Wastewater
- Industrial

Experience

- Joined Revere Control Systems in 2019
- Responsibilities Include: Oversight of all aspects of projects by planning, executing, monitoring, controlling and closing projects to quality standards within customer expectations and company objectives.
- Experience: Team management, management of capital and expense projects, definition of scope, monitoring of actual costs versus budgets, project execution, monitoring and control, startup and commissioning
- W/WW Industry Experience: Operation and project development for Wastewater Treatment Plant
- Project Management Tools: Microsoft Project, PowerPoint, Excel (VBA, Macros)

Specialty Areas

- Project Management
- Customer Interface and Liaison
- Root Cause Analysis, Failure Modes and Effects Analysis

Training/Certification/Memberships

- Project Management Professional (PMP) Certification Number 2116165

Education

- B.S. in Engineering, Grand Valley State University, Allendale Michigan

Engineering Management

Rollin Oxley, PE
Engineering Group Manager
Lakeland Office



Industry

- Water & Wastewater

Experience

- Joined Revere Control Systems in 2012
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: SCADA, and automation systems engineering
- HMI/SCADA: Trihedral VTScada, Aveva Wonderware System Platform, Aveva Citect, GE Proficy iFix, Iconics
- Communications: Radio, Ethernet, Fiber, and WiBB
- PLC: Motorola, Allen Bradley ControlLogix and CompactLogix with RSLogix 5000, Siemens S7, Modicon M340 and M580 with Unity Pro
- Protocols: Ethernet, MDLC, DNP3, Serial

Specialty Areas

- Programming
- Control Panel Design
- Radio Communication Systems

Training/Certification/Memberships

- Licensed Professional Engineer in Electrical Engineering - Florida #74167

Education

- BSEE, University of South Florida, Tampa, Florida

Engineering

Dan Kistner
Project Specialist II
Lakeland Office



Industry

- Water & Wastewater

Experience

- Joined Revere Control Systems in 2014
- Responsibilities include: control systems design, programming, testing, implementation, and service
- Previous experience: 7+ years PLC and HMI programming in municipal and industrial environments
- HMI/SCADA: Wonderware System Platform, Trihedral VTScada, Rockwell Factory Talk View, Maple, GE Proficy iFix
- Communications: Ethernet, Modbus, Analog/Digital Radio
- PLC: Motorola, Allen-Bradley, Modicon, Automation Direct
- Instrumentation: Flow, Level, Pressure, Temperature
- Drives: Schneider
- Other: Field Startups, New Concept Development

Specialty Areas

- PLC Programming
- HMI Development
- Troubleshooting

Training/Certification/Memberships

- Wonderware System Platform Certified Developer
- Trihedral VTScada Advanced Programming and Scripting

Education

- Electrical Engineering Curriculum, University of Central Florida, Orlando
- Digital Media Curriculum, Polk State College, Winter Haven, FL

Engineering

John Despard
Project Specialist II



Industry

- Water & Wastewater
- Industrial - Cement

Experience

- Joined Revere Control Systems in 2018
- Responsibilities include: control systems design, programming, testing, implementation and service
- Previous experience: 7 years of experience with Instrumentation and Controls in Water/Wastewater and Cement Manufacturing
- HMI/SCADA: RSVIEW/FactoryTalk ME/SE, Wonderware InTouch
- Communications: EtherNet, ControlNet, DeviceNet, Profibus, Modbus
- PLC: Allen Bradley SLC 500, PLC 5, ControlLogix, CompactLogix; Siemens S7
- Drives: Allen Bradley PowerFlex, Mitsubishi, Vacon, Weg, Telemecanique, Square D, Eaton, SEW
- Other: Field Startup

Specialty Areas

- Field Instrumentation
- PLC Programming
- Field Startup and Troubleshooting

Training/Certification/Memberships

- Trinova Flow Tech I

Education

- AS Computer Integrated Manufacturing and Robotics; Gulf Coast State College, Panama City, Florida

Engineering

Brian Albert
Project Engineer I

Industry

- Water & Wastewater
- Municipal

Experience

- Joined Revere Control Systems in 2018
- Responsibilities include: Control system design, programming, testing, implementation, startup and service to meet customer supplied specifications
- HMI/SCADA: Trihedral VTScada, Rockwell Software FactoryTalk
- Communication Protocols: TCP/IP, Ethernet IP
- PLC: Allen Bradley CompactLogix/ControlLogix, Motorola ACE3600
- Instrumentation: Pressure, Level, Flow

Specialty Areas

- Control Panel Design
- Testing, Startup and Commissioning

Training

- Revere Control Systems Intern Program

Education

- BSEE, University of South Florida, Tampa, Florida



Customer Support Services

Joey Roberts
Field Service Group Leader



Industry

- Water & Wastewater
- Industrial Construction
- Pulp & Paper
- Food and Beverage
- Power Generation
- Oil and Gas
- Chemical
- Nuclear Power Generation
- Catalyst Manufacturing

Experience

- Joined Revere Control Systems in 2014
- Responsibilities include: Engineering support, instrument calibrations, control panel modifications, testing, startup and commissioning
- Communication Protocols: TCP/IP, Ethernet IP, DeviceNet, HART, Fieldbus
- PLC: Allen Bradley CompactLogix/ControlLogix
- Instrumentation: ABB, Foxboro, Honeywell, Yokogawa, Rosemount, Endress+Hauser, Mettler Toledo, Ohmart-Vega, Magnetrol, Siemens, Hach

Specialty Areas

- Calibration
- Troubleshooting
- Instrument Specification
- Testing, Startup and Commissioning

Training/Certifications/Memberships

- ISA CCST Level I

Customer Support Services

Ben McNulty
Field Service Technician



Industry

- Water & Wastewater
- Industrial

Experience

- Joined Revere Control Systems in 2020
- Responsibilities include: installation, startup and service of control systems; training customers in the operation, maintenance and troubleshooting of control systems
- Communication Protocols: TCP/IP, Ethernet IP, ControlNet, DeviceNet
- HMI: Rockwell Automation Panelviews
- PLC: Allen Bradley CompactLogix/ControlLogix, SLC 500, PLC-5
- Instrumentation: Pressure, Level, Flow, Analytical; Rosemount, Siemens, Endress+Hauser, Hach,

Specialty Areas

- Calibration
- Electrical Troubleshooting
- Instrument Specification
- Testing, Startup and Commissioning

Training/Certifications/Memberships

- OSHA 10-Hour Certification

Education

- Polk State College of Advanced Manufacturing: Technical Engineering

Electrical Installation/Retrofit

Kurt Hand

Electrical Installation/Retrofit Technician II
Birmingham Office



Industry

- Water & Wastewater
- Industrial

Experience

- Joined Revere Control Systems in 2013
- Responsibilities include: performance of skilled electrical work in the design, layout, assembly, installation, testing and maintenance of electrical control panels and wiring used in electrical systems; to install and/or retrofit panels, switches, conduits, circuit breakers, wires, lights, and other electrical parts

Specialty Areas

- Electrical systems installation
- Electrical systems retrofit

Training/Certification/Memberships

- 8-Hour standard tower climbing safety & rescue training
- CPR certified

Revere Control Systems, Inc. Methodology & Project Approach

Our project approach includes various areas including implementation procedures, participation by the Customer Representatives and expectations of our Project Team members. Elements of the project design requirements are part of our project approach including design/hardware, software/platform, installation, maintenance, training and future upgrades and expandability.

Collaboration

A key element for the successful implementation of any project is the Owner's involvement. As outlined in various aspects of our project approach, participation by the project participants including representatives from the Owner is extremely important.

Our approach to implementing this services contract is in the form of a partnership with the Owner rather than a Contractor. A project will not be completed successfully by only a single party. We understand the Owner holds the knowledge and experience of the station operations and existing conditions. This information is invaluable and cannot be provided by any party other than the Owner. Therefore, we have based our project approach not only on the qualifications and experience of our team members, but also the knowledge and experience of the Owner.

During the Design Phase, the Revere Project Team will spend time with the Owner Representatives to coordinate information, review designs, make decisions and facilitate communications.

Beginning on the day we receive Notice of Award, our project team will move forward to further develop and expand our Project Approach. With the primary goal of providing a well designed and implemented SCADA Control System, collaboration with Owner personnel will be an emphasis throughout the life of the project.

We have established tools in place that will allow us to share documents and information between the project team members including meeting minutes, design documents/drawings, schedules and project plans. Regular coordination meetings with our project team will be held to review progress as well as to set priorities, adjust schedules and assign resources in order to meet the project objectives. Assigning responsibilities and resources in accordance with our project plan will be a regular task as well as monitoring and providing updates to ensure schedule constraints are met.

Meetings

Project Kick-Off Meeting – We will begin the project with a Project Kickoff Meeting that includes Owner and Revere personnel. Our Project Manager, Engineering Manager, Project Engineers and Executive Sponsor will attend the meeting with the primary goal to confirm our understanding of the Owner's goals. A "Shared" file system will be established to provide the Owner access to design documentation.

Monthly Progress Meetings – A progress report will be prepared and submitted with invoices on a monthly basis. An updated schedule will be included in the progress report. Monthly progress meeting will be held to review updates regarding work performed during the previous thirty (30) days and distribute plans for work scheduled to complete during the next thirty (30) days. These meetings will be held at a location designated by the Owner. The progress meetings will be facilitated by Revere's Project Manager.

Design / Review Workshops – Design/review workshops will be held approximately ten (10) to fifteen (15) days following the Notice to Proceed and the submission of design documents or submittal packages. The objectives of the design/review workshops are to review and provide detailed explanations for the document content, identify value engineering options and receive comments and direction from Owner personnel.

Scheduling

Our Project Manager will develop and maintain a Project Schedule with input from the project team members including the Engineering Manager, Project Engineers, Site Superintendent and supporting departments such as CAD and Panel Production. A key participant with regards to developing and maintaining the project schedule is the Owner's personnel. We are dependent upon the knowledge and experiences of the Owner's personnel to organize and implement our work activities especially with regards to the onsite installation, testing and commissioning tasks.

We depend on the Owner's personnel to provide specific requirements as to when various activities can be implemented at the facilities to minimize the disruption of operations and maintenance activities.

Updates to the project schedule will be provided as part of the monthly progress report and reviewed during the monthly progress meetings. However, coordination of onsite activities will take place with the Owner as often as daily depending on the task and the need for interaction with station operations and maintenance.

The Design Phase of the project will consist of the following:

- Development of the Project Plan including a schedule for the Design.
- Field Investigation of Owner Facilities to evaluate existing equipment and locate documentation
- Workshops with Owner Personnel to define and review the required functionality of the SCADA Control System
- Preparation of the Design Documentation including Drawings and Specifications. Packages will be provided and reviewed for the 30, 60, 90 and 100 percent design stages.
- Perform value-engineering activities with coordination of the Owner's staff.
- Preparation of a detailed project cost model, project schedule, and provide detailed cost estimates as the design and design alternatives are advanced. At a minimum, comprehensive estimates will be provided at the 30%, 60% and 100% design milestones.

- Submit and negotiate a Guaranteed Maximum Price to complete the Build Phase of the Project.
- Identification of Project permitting requirements and initiate certain permitting activities.
- Secure all required insurance and bonding for project.

The Build Phase of the project will consist of the following:

- Secure necessary permits, insurance, and bonding for project
- Detailed submittals for Control Panels and Control Equipment
- Submittals for HMI Graphics and Functional Control Strategies
- Procurement of Equipment
- Production of Control Panels
- PLC, HMI and OIT Programming
- Unwitnessed and Witnessed Factory Testing
- Installation and Field Testing
- Commissioning and performance testing
- Training of the Owner's Operations, Maintenance and Administrative Personnel
- Maintenance and Support Services following Substantial and Final Completion

Cost Evaluations

The methods that we have found to be successful in controlling costs include a project management plan that utilizes an initial schedule and budget that is updated on a monthly basis or more often if called for. A cost plan is prepared to include all construction costs, all other items of project cost including professional fees and contingency. The purpose of the cost plan is to allocate the budget to the main elements of the project to provide a basis for cost control. The terms budget and cost plan are often regarded as synonymous. However, the difference is that the budget is the limit of expenditures defined for the project as set by the Owner, whereas the cost plan is the definition of what the money will be spent on and when. The cost plan should cover all stages of the project and will be the essential reference against which the project costs are managed.

The method used to determine the budget will vary at different stages of the project, although the degree of certainty should increase as project elements become better defined. The construction budget should be based on the Owner's budget. The aim of cost control is to produce the best possible product within the Owner's budget.

Effective cost control is achieved when the whole project team adopts the correct attitude towards cost. Effective cost control will require the following actions to be taken:

- Establishing that all decisions taken during design and construction are based on a forecast of the cost implications of the alternatives being considered, and that no decisions are taken whose cost implications would cause the total budget to be exceeded.

- Encouraging the project team to design within the cost plan at all stages and follow the variation/change and design development control procedures for the project. It is generally acknowledged that 80% of the cost budget is determined by design and 20% by construction. It is important that the project team is aware that no member of the team has the authority to increase costs on its section or element of the work. Increased costs on one item must always be balanced by savings on another.
- Regularly updating and reissuing the cost plan and variation orders causing any alterations to the brief.
- Developing the cost plan in liaison with the project team as design and construction progress. At all times it should comprise the best possible estimate of the final cost of the project. Adherence to design freezes will aid cost control. Developing the cost plan also involves adding detail as more information about the work is assembled, replacing cost forecasts with more accurate forecasts or actual costs whenever better information can be obtained.
- Reviewing contingency and risk allowances at intervals and reporting the assessments is an essential part of risk management procedures. Developing the cost plan should not involve increasing the total cost.
- Checking that the agreed change management process is strictly followed at all stages of the project. The procedure should only be carried out retrospectively, and then only during the construction phase of the project, when it can be demonstrated that otherwise significant delay, cost or danger would have been incurred by awaiting responses.
- Arranging for the contractor to be given the correct information at the correct time in order to minimize claims. Any anticipated or expected claims should be reported to the Owner and included in the regular cost reports.
- Contingency provisions are based on a thorough evaluation of the risks and are available to pay for events which are unforeseen and unforeseeable. It should not be used to cover; changes in the specification, changes in the Owner's requirements or variations resulting from errors or omissions. Should the consultants consider that there is no alternative but to exceed the budget, a written request must be submitted to the Owner and the correct authorization received.
- Submitting regular, up-to-date and accurate cost reports to keep the Owner well informed of the current budgetary and cost situation.
- Ensuring that the project costs are always reported back against the original approved budget. Any subsequent variations to the budget must be clearly indicated in the cost reports.

Risk Identification and Mitigation

Design-build is a project delivery method that provides the Owner with a single point of contact for both design and construction. A basic awareness exists of the unique financial and liability risks associated with design-build is essential to avoiding some of the unpleasant surprises that can await. These risks include:

Financial Risks: Professionals can face increased financial risks with design-build projects. Revere serving as the prime in a design-build project means taking on a much larger portion of the liabilities associated with the project. Revere will assume full responsibility for managing, directing and coordinating the design and construction, including responsibility for the adequacy of the plans and for the construction means, methods, techniques, sequences and procedures, as well as for jobsite safety.

Financial risks can occur when serving as prime on a design-build project. With design-build projects, the full contract price will be established at the beginning stages of the project. This presents a greater potential for unanticipated design and construction costs arising after the fixed contract price has been established.

Liability Risks: Because of the increased potential liabilities, the design-build contracts between Revere and the Owner require that attention should be paid to each party's work scope, indemnification clauses, limitation of liability provisions, construction observation requirements and dispute resolution methods.

The Design-Build Institute of America has done substantial work in drafting appropriate design-build contract documents. The AIA, EJCDC and FIDIC have also published sets of standard form agreements for professionals providing design-build services. The AGC has established documents for its members as well. These standard documents are good starting points, but they will likely need to be tailored to fit your situation.

To maximize the benefits of design-build, it is essential that each party's responsibilities and obligations be clearly defined under the contract. This not only will avoid misunderstandings as to who is responsible for what, it can also prevent duplication of effort. Likewise, a 'teaming agreement' is helpful to make sure that all parties to the project work together to maximize project successes and minimize potential disputes.

Under the design-build process, there is a contractual relationship with the contractor, subcontractors and suppliers. These relationships are conducive to including indemnification clauses as a condition of service.

Risk identification and mitigation is a process that begins during the proposal stage of an opportunity. Each risk is then categorized as being a business risk, a generic risk or a project-specific risk.

Business risks are those that affect the on-going operation of the company, our customer, or both. Examples are often addressed contractually, such as Terms and Conditions of Sale.

Generic risks affect all projects and are typically wide-ranging. An example is that the requirements have not been adequately defined.

Project specific risks often involve issues with the technology being used or deployed or the availability of contractors and support personnel in a timely manner.

Each risk is identified in two parts; the first being the situation that occurs as the result of the risk occurring, and the second being the impact to the project.

Traditionally, the identified risks are assigned with a response plan as outlined below:

1. Avoid the risk by taking action(s) to remove it.
2. Transfer the risk by accessing additional resources better qualified to handle the risk.
3. Mitigate the risk by taking action(s) to lessen the impact.
4. Accept the risk as being low enough not to warrant other action(s).

Each identified risk will be evaluated and assigned a response plan along with the actions required for mitigation or elimination. This process begins during the proposal phase and continues through the life of the project until it is completed.

Our Project Plan will include the risk assessment information that includes the identified risks, response plan and actions and project team participants assigned to or contributing to the plan for mitigation. This information will be shared and updated on a monthly basis during the progress review reports and meetings.

Design Management

Upon execution of the contract, we propose the following approach to completing the project. Please note that the final approach will be determined through negotiations with Owner personnel.

Site Analysis – A Site Analysis will be performed during the Design Phase for development, scheduling and cost estimating. Our Team will schedule initial visits evaluations at each Owner facility with Owner Personnel or Representatives.

Records - Our Team will review all available data including but not limited record drawings, maintenance records and operational data.

Design Documentation Report (DDR) – We will proceed with the preparation of the Design Documentation Report (DDR) resulting from the Site and Records analysis.

Design (30% & 60%) – Our project specific tasks for 30% and 60% design are as follows:

- Development of the engineering design
- Workshops with Owner Personnel or Representatives and other project participants

- Review Value Engineering options raised during the workshops following the 30% and 60% submittals
- The engineers will work closely with the Contractor to review equipment costs, availability and constructability of the improvements
- Prepare updated cost estimates and schedules at every step of the design effort
- A senior level engineer will perform a QA/QC review of each submittal

Design (100%) – Our project specific tasks for 100% design are as follows:

- Finalization of the engineering design
- Workshops with Owner Personnel or Representatives and other project participants
- Review Value Engineering options raised during the workshops following the 30% and 60% submittals
- The engineers will work closely with the Contractor to review equipment costs, availability and constructability of the improvements.
- Prepare updated cost estimates and schedules at every step of the design effort.

Permitting – The General Contractor will proceed with obtaining all necessary permits required to initiate construction.

Critical Items – Our team will identify specific items that are critical to the successful completion of the project. The Engineers will work closely with the Contractor and expedite the review of all necessary shop drawings and RFIs in order to allow the Contractor to procure said items. This may involve procurement prior to the final design.

Construction – Our Engineers will perform a review of all shop drawings as prepared by the Contractor for compliance with the design documents. Our Team will perform construction observations to ensure conformance with the Owner's requirements. Our services will include testing and commissioning.

Project Closeout – We will meet with the Owner to review the operation of the facilities during the warranty period to verify that the desired operation of the equipment is provided.

Quality Standards

Our Team has found that communications among team members is a vital element in achieving a quality project, a project that is properly planned, designed and constructed. Insufficient coordination and communication will heavily contribute to project failures and problems, as well as the dissatisfaction of team members.

Throughout our history, we have demonstrated our ability to meet Owner schedules and budgets. As professionals serving many clients, the ability to complete quality work in a timely fashion and within budgets has long been an ingredient in building a strong reputation in the industry.

The methods that we have found to be successful regarding communications include a project management plan that utilizes an initial schedule and budget that is updated on a monthly basis or as needed during critical project phases or activities. In addition, monthly meetings are held with all project team members to discuss the status of the project and any concerns. The meetings will address issues, problems or complex matters, gather ideas interactively, and initiate important actions or decisions. Minutes of the meetings will then be prepared to document the discussions, recommendations and decisions and will be distributed to the team members, as well as to the Owner. Furthermore, we believe that it is useful to have representatives from the Owner present at these meetings.

The first step of the project will be to meet with the Owner personnel to discuss and prioritize the objectives of the project. The project scope will be controlled by a continuous and an exhaustive communications process that will ensure that Owner personnel are fully informed as to the project status and any potential concerns. This will be accompanied by monthly written status reports, written communication and progress meetings. Maintaining this type of close communication will provide complete project scope control with not only the Owner, but also the project team.

Our internal process includes a procedure which calls for the implementation of a QA/QC plan on every project. Each element of the QA/QC process has its value and must be implemented by the Project Manager (PM) as part of the QA/QC program. These elements include effective program organization as well as the use of design reviews, continuous improvement tools, and vendor/supplier pre-qualifications.

QA/QC reviews of the design documents, following standard protocols, are conducted throughout the design process in order to maintain the standards established by the QA/QC program. These reviews are as follows:

Design Reviews: Design Reviews are conducted throughout the detailed design process, but particularly at the conclusion of Design Document Report (DDR) and at 30%, 60% and 100% design levels.

Continuous Improvement Tools: One of the most annoying problems of design is repeating past mistakes. The Project Manager provides feedback to the design group regarding generic mistakes throughout the design and construction process.

QA/QC Checklists: Each item on the checklist must be signed off by the Project Engineer and is reviewed by the Project Manager prior to final stamping of drawings and specifications. This assures that each project team knows and understands the importance placed on the checklist and the goal of not repeating past mistakes.

Quality Assurance

Refers to the formal high-level review of the project plans and quantities by an experienced engineering manager at strategic points in the plan development process, to certify that the plans

and quantities meet established quality standards and provide for appropriate flexibility and cost savings before advancing to the next stage. Essentially, quality assurance is the process of enforcing quality control standards at strategic points in project development. Quality Assurance is the responsibility of the Project Manager.

A series of QA Reviews are to be conducted by the Project Manager and Project Engineer during project design effort with the support of appropriate members of the Project Team. A QA Review is required at every milestones/strategic point in the plan development process.

Plans undergoing a QA Review should be stamped, signed, and dated by the Project Manager and Project Engineer.

Project Management Approach

Revere has established a Project Management Office structure based on the Project Management Institute (PMI) standards and procedures. While many of the PMI standards work well in the Systems Integration industry, there are several tasks or activities that are not as well suited for this type of work. As a result, we have adapted our procedures, forms and tools for us to be more effective in our management activities.

Revere currently has seven (8) Certified Project Managers (PMP). Our Project Management staff follows the procedures that Revere has put into place over the last twelve (12) years. We continue to evaluate our procedures, forms and tools and make improvements through changes, additions and deletions in order to meet the needs of our customers or our business model.

Our Project Managers serve as the main point of contact to the customer throughout the life of the project. The Project Manager is involved during the estimating and proposal phase of the project all the way through contract completion and closeout. This allows us to have continuity while establishing a high knowledge level of the project requirements early in the process. We have also found that by having the Project Manager involved during the Initiation Phase (estimating and proposal), we can better plan our activities and manage the expectations of the project not only for the customer but for our corporate management.

It is the Project Manager's responsibility to develop and maintain the Project Schedule with input from various parties including our Engineering Staff, Field and Installation Support Staff, Subcontractors, the Consulting Engineering and most importantly, the Owner. The Owner provides specific requirements as to when various activities can be implemented at the plant site in order to minimize the disruption of plant operations and maintenance activities. Updates to the project schedule are provided to the Owner/Engineer on a monthly basis during the project review meeting. However, coordination of onsite activities takes place with the Owner as often as daily depending on the task and the need for interaction with plant operations and maintenance.

The Project Manager is responsible for the financial aspect of the project including cost management and financial reporting to corporate management on a monthly basis. Project

budgets, actual costs incurred to date are evaluated each month and the Project Manager forecasts the remaining costs required to complete the project. The Project Manager reviews the project financials with division and corporate management on a monthly basis.

During the design stage of the project, the Project Manager requests information from the Owner/Engineer as needed and coordinates submittal preparation and delivery with the appropriate representative. Tracking submittals is performed at least on a bi-weekly basis if not more often depending on the project requirements and schedule constraints.

The Project Manager provides direction and clarification to the project team during the life of the project activities to progress per the schedule requirements. If information is needed from the Owner/Engineer, the Project Manager develops and issues a formal request for information to the Engineer/Owner, especially when coordinating between multiple parties or resolving technical issues.

Subcontractors report directly to the Project Manager who provides direction for installation along with site coordination with the Owner. There are instances when subcontractor representatives perform the site coordination with the Owner depending on the type of work required. For projects of this type, the Project Manager is involved in the high-level activities at every phase of the project. This includes such areas as design/submittals, configuration/programming, factory testing, site installation and startup/commissioning.

Responsibilities of the Owner's Representatives

The following chart reflects the general responsibilities of Revere and the Owner's Representative(s).

Phase	Revere Responsibilities	Owner Responsibilities
Project Plan	• Develop Project Plan • Prepare/Submit Project Schedule • Prepare/Submit Schedule of Values	• Review and provide comments to the Project Plan to allow for a smooth implementation
Design/Submittal/Programming	• Coordination of Engineering Activities • Resource Planning	• Provide input or responses to technical requests/issues • Review and Provide Comments to Submittal Packages within the defined timeframe
Factory Testing	• Conduct a Mock Witnessed Factory Test to Verify Readiness for Owner Demonstration	• Verify Functionality of the Plant Control System via the Witnessed Factory Test
Installation	• Coordination of Revere Project Team Members including Subcontractors • Quickly Develop Resolutions for Issues as they are identified	• Maintain Plant Operations during Equipment Installation • Provide Direction for Existing Site Conditions • Identify the Needs of Plant Operations in order to Maintain Plant Productivity
Startup/Commissioning	• Ensure System Testing is thoroughly performed and demonstrated for Owner Acceptance • Verify Work Scope is Completely Implemented	• Participate in System Testing and Validation of Startup Activities • Authorize Process Equipment Startup based on Plant Operating Conditions

Scope Management and Configuration/Change Management

One of the responsibilities for the Project Manager is to manage the work scope and prevent deviation from the defined contract requirements and Owner's expectations. It is understood that the Owner may request changes to the contracted work scope or that changes may be required as a result of plant conditions or unforeseen issues. The Project Manager will prepare and submit detailed proposals including an increase or decrease of the contract price in response to changes requested by the Owner as well as conditions or conflicts that require a scope change. Revere will not implement any changes to the contracted work scope without receiving authorization

from the Owner in the form of a written change order agreement. This process allows the Owner/Engineer to review the costs associated with the requested changes prior to any work being performed.

Revere's Project Manager will also maintain a change order log that will be provided as part of the project update issued on a monthly basis. This log will assist all parties with tracking of the contract amount and any additions or deletions made during the life of the project.

Chain of Command and Hierarchy for Resolution of Conflicts/Issues

Our Project Manager and project team are assigned the task to identify issues and develop resolutions in a timely manner so that the project schedule is maintained. This assignment carries a higher priority during field installation and startup activities since there is a direct impact on the plant operating conditions. The Project Manager will coordinate with the Owner's Representatives to determine the best resolution for each conflict/issue. This enables our project team to continue the work to maintain the project schedule as well as focus on the technical work activities. For most conflicts/issues, selecting a resolution is based on the Owner's preference and may be decided by members of the Plant's Operations and Maintenance Staff.

If a conflict/issue requires authorization from a position higher than the Project Manager, then Revere's Vice-President of Municipal Systems will work with the Project Manager and the Owner to resolve the issue as quickly as possible. The Owner or Owner's Representative may contact a member of Revere's Corporate Management Team including the Vice-President of Municipal System and Chief Operating Officer directly or via the Project Manager. Contact information for these individuals will be included in our project plan and distributed during the first few days of the project.

Design/Hardware and Software/Platform

As part of the Design Phase, our Project Team will take the following steps to identify and select the control hardware and software platforms to be included in the SCADA Control System Design-Build Project.

- Evaluate existing PLC control panel hardware components
- Record and evaluate existing software packages or licenses for compatibility and expansion options
- Evaluate existing computer hardware and configurations
- Record and evaluate the existing network infrastructure including cabling, devices and topologies
- Obtain information from Owner Representatives regarding functionality requirements and preferences for hardware manufacturers and software providers
- Identify any limitations for the Design-Build project as well as future expansions or upgrades

- Understand the capabilities of the Owner's personnel for operations, maintenance and support for the SCADA Control System
- Compare the required functionalities with the experience and knowledge of our Engineering Project Team to generate efficiencies during the Construction Phase of the project
- Verify availability of hardware components from local distributors or vendors to ensure supply of equipment for spare parts and maintenance support
- Identify requirements for software license updates and upgrades

Our Engineering personnel prefer to use hardware from PLC manufacturers that provide acceptable support and service in the event technical issues arise. We make every effort to use equipment with a high level of compatibility and provides the functionality required for the system design. The following PLC manufacturers and hardware platforms will be considered and recommended to the Owner for consideration.

- Allen Bradley ControlLogix or CompactLogix
- Schneider Electric Modicon M340 or M580
- Emerson Rx3i (Formerly General Electric)

Additional Manufacturers and Platform Levels may be considered based on complexity and functionality requirements.

The selection of HMI software packages will be based on input from the Owner's Representatives and how that information matches with the capabilities of the software products. The initial costs associated with purchasing software and licenses as well as annual agreements for upgrades and support will also be considered as a key element of the evaluation.

The following HMI software vendors and packages will be included in the consideration.

- Trihedral VTScada
- Inductive Automation Ignition SCADA
- Rockwell Software FactoryTalk View SE
- GE Proficy HMI iFix
- Aveva Wonderware InTouch or ArchestrA System Platform

Other HMI software vendors and products may be considered based on input from the Owner.

Approach to PLC Logic Development

As one of the initial tasks during the Design Phase, Revere Engineers will evaluate the existing SCADA Control System to record PLC hardware configurations and obtain current copies of existing control logic. We understand that this will not provide us with a fully documented version of the logic, but it will be used as a reference to represent the current plant controls.

Workshops will be held with Owner Representatives and Revere Project Engineers at the plant facility to review the development of the software control strategies. Revere will develop an initial control strategy based on our interpretation of the existing control logic for review and input by Owner Representatives. Approximately half of the control narratives will be provided for review and discussion during the first Workshop. The remaining half of the control narratives will be provided for review and discussion during the second Workshop. Revere will modify the control narratives to reflect comments and input provided by the Owner. A final review of the control narratives will be performed during the third Workshop.

The software control narratives will be used to develop the PLC control logic and the HMI application. They will also be used as part of the procedures for factory and field testing.

PLC Programming Languages

There are five programming languages available for use on modern PLC/PAC controllers: ladder logic, function block, structured text, instruction list and sequential function chart. Revere prefers to use three of these languages – ladder logic, function block and structured text – as each one is particularly well suited for different applications.

Ladder logic was the only programming option for early generation PLCs and continues to be one of the more popular programming language choices. Revere continues to use this programming language for PLC applications including most process auto control functions. Modern programming software allows the use of custom function blocks to be used in ladder logic as they would be used in function block programming.

Function block programming is a visually improved form of ladder logic that is generally easy to read and follow and would be a natural choice for programming. However, many manufacturers have not developed their programming software for ease of use and flexibility when using function block programming as compared to their ladder logic programming. In these cases, Revere will use ladder logic programming instead.

Structured text is generally better suited for If/Then/Else, For/Next Loops, and complex math functions than ladder logic or function block. Revere will also use structured text programming for small basic functions that typically should not have to be modified. Analog input remapping/rescaling is one example.

Sequential Function Charts (SFC) can be used for sequential stepped processes such as filter backwashing. As this programming format is often hard to read or troubleshoot, Revere will typically manually program these steps using ladder logic.

Programming Convention

Revere's method of PLC programming can be broken down into two basic elements. The first is to isolate the real world I/O, whether it be hardwired or polled over a communication network from another device, from the process logic. This allows flexibility in I/O locations that change

at any point in a project, ease of testing and troubleshooting. It also allows common logic to be programmed independently of I/O module configurations and/or ranges.

The second main element of Revere's programming methodology is to break tasks out into their core basic functions and connect these functions to accomplish more complex tasks. This is the ideology of object-oriented programming in more traditional programming languages such as C++. Some of the benefits of this programming style are the ease of programming and testing smaller blocks of code, ease of duplicating code, ease of creating complex logic using smaller pre-tested code blocks and reduced troubleshooting time as you can focus in on a smaller portion of the overall code. This style of programming also forces more upfront planning when programming which generally results in a better finished product.

Approach to Develop SCADA/HMI Configuration

As one of the initial tasks during the Design Phase, Revere Engineers will evaluate the existing SCADA Control System to obtain a copy of the current HMI software application. Workshops will be held with Owner Representatives and Revere Project Engineers at the plant facility to review the development of the SCADA/HMI Application.

The first workshop will include gathering information from the Owner Representatives to create a draft version of the Software Standards and Conventions Document. This document will be reviewed and discussion during the second workshop. Examples of the system database information such as tag name conventions, alarm configuration and data collection will also be provided and discussed during the second workshop. Comments and input provided from the second workshop will be incorporated in the Software Standards and Conventions for final review and discussion during the third workshop.

Revere will request copies of the required reports in at least a hard copy format for review and discussion during the second and third workshops.

SCADA System Computer Hardware Configuration

Revere will work with the Owner including their IT Department to develop an acceptable hardware configuration for the Plant Control System computer systems. Hardware specifications and configurations will be based on industry standards and SCADA System software requirements

System Testing and Startup

The following information describes our approach to system testing including Un-Witnessed Factory Testing, Witnessed Factory Testing, Field Testing and Site Acceptance Testing.

Factory & Field Test Plans

Revere will develop detailed test plans that will be used for Un-Witnessed and Witnessed Factory Testing as well as Field Testing. The functional control strategies developed earlier in the project implementation with input from Owner Representatives will be the basis for these test plans. The Test Plan(s) will be provided as a formal submittal package for review and comment prior to performing the Factory and/or Field Testing.

Un-Witnessed Factory Testing

The purpose of the Un-Witnessed Factory Test is for Revere's project team to test the functionality and performance of the SCADA Control System as an integrated deliverable system including the applicable hardware and software. Implementation and completion of the testing activities includes the recording of test results on approved forms and documentation. This test includes a system audit and configuration review as well as functional verification of the human machine interface (HMI), data communications, process control and required applications. Upon completion of the Un-Witnessed Factory Test, the completed forms/documentation can be made available to the Owner during the Witnessed Factory Test for reference purposes.

A physical inspection of the equipment is performed to verify that all equipment available and in good physical condition. This includes a visual inspection of the assembled control panels to verify that the workmanship meets the expected quality control standards. System power-up, power-fail and communication tests are performed during this test to determine the proper response or conditions have been achieved.

A Functional Verification Test is performed in order to implement the defined control strategies as outlined in the contract documents and approved submittal package work correctly. Revere personnel test the process I/O signals include spare points during the Un-Witnessed Factory Test.

For simulation purposes, Revere will create test logic within the PLC program to simulate an operational status based on its corresponding output. For example, when a pump is called to start and its corresponding discrete output is turned on, the PLC will force the running input discrete input on. Then the HMI will display the pump is running. The loop back simulation can be delayed on a point by point basis to provide a more realistic simulation and to allow complex sequences to be more easily monitored.

Witnessed Factory Testing

The purpose of the Witnessed Factory Test is to demonstrate the functionality and performance of the SCADA Control System as an integrated deliverable system including the applicable hardware and software. Approval of the test procedures by the Owner signifies that upon successful completion of the test, the integrated system is ready for shipment.

The Witnessed Factory Test is implemented in the same manner as the Un-Witnessed Factory Test except that the Witnessed Test is more of a demonstration of the system functionality to the Owner/Engineer. We use the same simulation test logic as used during the Un-Witnessed Factory Testing. Results of the Witnessed Factory Test are recorded on approved forms and documentation.

Installation and Field Testing

Upon completing the installation of new SCADA equipment including PLC Control Panels, our project team will establish communications between the PLC Control Panels and the HMI SCADA Servers/Workstations via the network cabling system and communications hardware. We will then perform an I/O signal checkout from the field device through the newly installed PLC hardware and the HMI Application. This will require participation by the Owner's Representatives to assist with the field devices as well as to witness the checkout results.

Once the Owner and Revere are satisfied with the SCADA System installation, communications is established and we have completed the I/O signal checkout, we will begin the checkout/testing of the functional control logic by placing the process equipment into operation. This will require coordination and input from the Plant Operations Staff to ensure the plant process is being tested and operated correctly. This step represents the Site Demonstration Test for each process area or PLC Panel.

Overall Site Acceptance Testing

Once the SCADA System is installed and the Site Demonstration Test is completed for each plant process area, then the Site Availability Demonstration period will begin. In the event of a failure, Revere will respond with the appropriate personnel to provide resolution.

System Support and Maintenance

The warranty, maintenance and support period begins at Substantial Completion or Final Acceptance of the SCADA Control System. Warranty coverage and support services for the equipment purchased and software developed for this project by Revere is included in the coverage.

Revere personnel will provide the following preventive maintenance services during the warranty period for the equipment and software provided.

- Inspection of PLC Hardware (Processors, Ethernet Communication Modules, I/O Modules, etc.) once every six (6) months.
- Inspection of Ethernet Switches and Network Communications once every six (6) months.
- Inspection of the HMI Application including data collection on the computer servers and workstations provided by the Owner once every three (3) months.

A detailed service report will be provided to the Owner's representative within two (2) days of the site visit. This will allow us to assemble any notes made in the field as well as information obtained via follow up methods to the site visit. It is understood that remote access to the control system will not be granted for maintenance purposes. All maintenance support services will be performed onsite by a Revere staff member.

Training

Training for the selected PLC hardware and HMI software can be provided as part of the Design-Build Project. This training can be provided by the product manufacturers at various locations.

Revere Project Team Members will also provide training for the Owner's Representatives including Operations, Maintenance and Administrative personnel. These training sessions will take place at the Owner's facilities and will focus on the specifics of the SCADA Control System provided by Revere.

All training requirements including courses, number of sessions, required attendees and content will be identified during the Design Phase of the project with input from the Owner's Representatives.

Future Upgrades / Expandability

Revere will make every effort to consider upgrades and expansion options for the SCADA Control System during the Design and Build Phases of the project. Selection of the control system hardware and software including PLC hardware, control panel design, computer hardware, network or communications equipment, operating systems and HMI software packages will be made to allow for expansion and upgrades to the plant processes and facilities.

TAB 3

Revere Control Systems Inc. Top Municipal Customers

Seminole County Environmental Services Department-Florida

500 West Lake Mary Blvd
Sanford, FL 32773

Customer relationship for 15 Years

**Please see customer reference document.*

Owner Representative:

Elisa Matarlo; Water Operations Manager

Phone: (407) 665-5601

E-Mail: EWilliams02@seminolecountyfl.gov

Gainesville Regional Utilities

301 SE 4th Avenue
Gainesville, FL 32601

Customer relationship for 15 Years

**Please see customer reference document.*

Owner Representative(s):

Rachel Haeseler, PE; Utility Engineer

Phone: (352) 393-1618

E-Mail: haeselerra@gru.com

Debbie Daugherty, PE; Engineer

Phone: (352) 393-1622

E-Mail: daughertydd@gru.com

City of Sunrise

Sunrise Utilities Department

777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Customer relationship for 12 Years

**Please see customer reference document.*

Owner Representative(s):

Allan Miller; Project Manager

Phone: (954) 888-6050

E-Mail: AMiller@sunrisefl.gov

Bonita Springs Utilities-Florida

11860 East Terry Street
Bonita Springs, FL 34135

Customer relationship for 20 Years

Owner Representative:
Andy Koebel, Director of Operations
Phone: (561) 494-1052
E-Mail: akoebel@bsu.us

City of Auburn-Alabama

Water Resources Management Department
1501 West Samford Avenue
Auburn, Alabama 36832

Customer relationship for 12 Years

Owner Representative(s):
Tim Johnson, P.E.; Utility Engineer
Phone: (334) 501-3060
E-Mail: tjohnson@auburnalabama.org

Matt Dunn, P.E.; Watershed Division Manager
Phone: (334) 501-3077
E-Mail: mdunn@auburnalabama.org

Collier County Public Utilities

3339 East Tamiami Trail, Suite 303
Naples, FL 34112

Customer relationship for 8 Years

Owner Representative:
William L. Overbeek, P.E., PMP
AECOM Technical Services, Inc.
Phone: (407) 284-4737
Email: william.overbeek@acem.com



CUSTOMER REFERENCE

CITY OF SUNRISE, FLORIDA
Sunrise Utilities Department
777 Sawgrass Corporate Parkway
Sunrise, FL 33325

Owner Representative(s):

Allan Miller; Project Manager
Phone: (954) 888-6050
E-Mail: AMiller@sunrisefl.gov

Year of Project Completion: Contract Period October 2008 – April 2022
Contract Amount to Date: \$5,302,233.49

Personnel Providing Support

Shawn Poole, PMP, Project Manager
Ben McNulty, Field Service Technician

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include configuration, maintenance, repair and replacements, diagnostics, administration, programming, upgrades, documentation and training for the City's SCADA Control System for the Water and Wastewater Treatment Plants, Wells, and Pump Stations as listed below. No known challenges have been encountered.

SCADA Services are provided for the following City facilities:

- Springtree Water Treatment Plant
- Springtree Wastewater Treatment Plant
- Springtree Raw Water Wells
- Springtree ASR Well
- Sawgrass Water Treatment Plant
- Sawgrass Wastewater Treatment Plant
- Sawgrass Raw Water Wells
- Sawgrass Injection Wells
- Sawgrass Concentrate Well
- Utility Lift Stations
- High Service Re-Pump Stations
- Southwest Water Treatment Plant
- Southwest Wastewater Treatment Plant
- Southwest Raw Water Wells
- Park City Water Treatment Plant
- Park City Raw Water Wells

- Melaleuca Re-Pump Station
- Weston Pump Station
- Natural Gas System

Technical support services are provided for the following components/systems:

- SCADA Servers, SCADA Client Workstations and associated appurtenances
- Microsoft Access and SQL Server databases
- GE Cimplicity HMI SCADA Applications
- GE 90-70 PLC, 90-30 PLC, Versamax PLC and related software
- Allen Bradley PLC and related software
- Routers, hubs, and switches linked through fiber and UTP cables
- Radio Spread Spectrum and Diagnostics Software
- Field Instrumentation & Local Control Panel Hardwired Controls

Work is performed based on work orders issued by the City. A scope of work is prepared along with a time and expense estimate for approval by the City prior to proceeding with the work.

We are required to provide a timely and comprehensive emergency response to failures for the included systems. A response and acknowledgement of an Emergency is to be provided within four (4) hours of being contacted by the City. Work to actively resolve an Emergency must begin within twenty-four (24) hours of the Declaration of Emergency. Support is provided via the following methods:

- Telephone assistance services via the technical support hotline 24 hours a day, 7 days per week.
- Communication via email.
- Professional emergency support available onsite within twenty-four (24) hours of notice.
- Control Systems Technician available onsite within five (5) hours of notice for troubleshooting and calibration equipment.

Revere has provided network support services to the Utilities Department for the SCADA Control System as well as the City's Management Information Systems (MIS) Department as it interfaces with the SCADA Control System and for monitoring tools of the City's overall network. As part of this support effort, we have implemented the use of CPWE and ICS-CERT best practices based on the procedures and guidelines provided by the City.

Service Contract Projects Completed

SCADA Services 2008-2009	\$951,048.07
SCADA Services 2009-2010	\$595,698.94
SCADA Services 2010-2011	\$361,938.58
SCADA Services 2011-2012	\$511,440.08
SCADA Services 2012-2013	\$415,736.13
SCADA Services 2013-2014	\$581,310.85
SCADA Services 2014-2015	\$366,298.13
SCADA Services 2015-2016	\$264,972.99



CUSTOMER REFERENCE

SCADA Services 2016-2017	\$199,251.23
SCADA Services 2017-2018	\$209,240.04
SCADA Services 2018-2019	\$301,123.09
SCADA Services 2019-2020	\$350,000.00
SCADA Services 2020-2021	\$-
Gas Dept 2011-2012	\$13,519.32
Gas Dept 2012-2013	\$5,914.57
Gas Dept 2013-2014	\$5,526.54
Gas Dept RTU Panels (Tamarac & Nob Hill)	\$34,704.00
Flowmeter Installations	\$220,079.93
LS 323 Pump Control Panel	\$24,393.00
Levee L-35 Well Panels	\$22,741.00
Sawgrass LS-2 Pump Control Panels	\$26,400.00
Sunrise Percolation Pond RTUs	\$47,350.00
Springtree WWTP LS Duplex PCP	\$23,547.00
Stormwater Service 2019-2020	\$1,565.00

SEMINOLE COUNTY, FLORIDA
Environmental Services Department
500 West Lake Mary Blvd
Sanford, FL 32773

Owner Representative(s)

Elisa Matarlo; Water Operations Manager
Phone: (407) 665-5601
E-Mail: EWilliams02@seminolecountyfl.gov

Year of Project Completion: Contract Period October 2014 – September 2021
Services Contract Amount to Date: \$793,847.18
Project Contract Amount to Date: \$7,066,342.61
Total Contract Amount to Date: \$8,126,209.79

Personnel Providing Support

Nan Johnson, PMP, Project Manager
Rollin Oxley, P.E., Lead Project Engineer
Dan Kistner, Project Specialist

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several Seminole County Water and Wastewater Treatment Plants as listed below. No known challenges have been encountered.

Service Contract Projects Completed

Markham WTP Service	\$3,190.00
Leachate System Telemetry	\$404,673.90
Markham WTP Support	\$3,120.00
Yankee Lakes Motorola Upgrade	\$87,987.53
Greenwood Lakes Motorola Upgrade	\$97,104.75
LS Comm Driver Replacement	\$18,360.00
Support Services	\$3,300.00
SCADA Services FYE 2017-2018	\$12,875.00
LS Driver Replacement to DNP3	\$52,780.00
SCADA Services FYE 2018 - 2019	\$75,000.00
WTP Operations Programming	\$31,410.00
SCADA Services FYE 2019 - 2020	\$135,000.00



CUSTOMER REFERENCE

Yankee Lake PLC Upgrade	\$13,506.00
AA0083 Landfill Evaluation & Report	\$1,560.00

Projects Completed

Revere has also completed major projects for Seminole County including the projects as listed below.

Chlorine Alarm Panels	\$4,108.00
NW Reg WWTP Improvements	\$343,723.00
Fiber Optic Patch Panels	\$277,598.00
Greenwood Lakes Program Mods	\$2,800.00
Siemens Transfer Switch	\$4,300.00
Markham Ph IIA Expansion	\$160,000.00
Moscad Parts Term Contract	\$87,667.00
Yankee Lake Phase 1 Improvements	\$656,379.00
Onsite Programming Services	\$4,864.00
IP Gateway	\$5,148.00
Hudson Master PS Replacement	\$49,454.05
Pretreatment System	\$24,897.00
Markham Well No. 4	\$49,503.51
Greenwood Lakes	\$24,456.00
Greenwood Lakes WRF	\$607,839.03
Upgrades to Deep Injection	\$9,991.56
Yankee Lake Actiflo System	\$169,000.00
Indian Hills WTP Improvements	\$108,658.69
Yankee Lake WRF Phase 2A	\$504,966.77
Greenwood Lakes Chlorine	\$4,000.00
Annual Calibration	\$2,850.00
Tarpon Springs PS Rehab	\$48,265.00
Country Club WTP	\$1,552,599.20
LS Pump Control Panels	\$31,000.00
PS Upgrades 2013	\$190,838.00
Alaqua Control Panels	\$31,268.00
Coventry Control Panels	\$29,045.00
PS Radio/RTU Replacement	\$2,081,123.80

Project Examples

Country Club Water Treatment Plant

Contract Info: Amount = \$1,772,169.00
Year of Project Completion: 2014

Revere provided the Plant Control System including field instrumentation, eleven (11) RTU Panels with the Motorola ACE3600 hardware platform and the HMI application using Wonderware System Platform software. The network infrastructure included fiber optic cable and Cisco network switches.



CUSTOMER REFERENCE

A witnessed factory acceptance test and detailed field testing was performed in coordination with the General Contractor, Engineer and Owner Representatives.

Landfill Leachate System Telemetry

Contract Info: Amount = \$404,674.00
Year of Project Completion: 2017

SCADA System Replacement, Instrument and Control Panel Improvements, HMI Subsystem, Programming, SCADA Hardware, Antenna Tower Installation, Onsite Testing, Onsite Training

Wastewater Pump Station RTU / Cellular Conversion

Contract Info: Amount = \$2,081,124.00
Year of Project Completion: 2018

Revere converted the existing Wastewater Pump Station Radio/RTU communication system to a cellular based system. This includes the construction and replacement of 285+ RTU/Radio assemblies by removing the existing RTU and radio hardware and replacing with new Motorola ACE3600 units and cellular based modems. The following field instrumentation was provided: Level Transmitters/Transducers, Float Switches, Venturi Flow Tubes, and Pressure Instruments – Gauges, Switches, Transmitters. The PLC Control Panels were provided using the Motorola ACE3600 Hardware Platform. Revere was responsible for the SCADA System software development including the PLC Programming and HMI Configuration using Wonderware ArchestrA. Revere has also provided Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several other Seminole County Water and Wastewater Treatment Plants and remote sites which include the following projects completed between 2012 and 2014:

Indian Hills Water Treatment Plant

Contract Info: Amount = \$107,878.00
Year of Project Completion: 2013

Revere provided instruments, Motorola CP and alarm panels, PLC and SCADA programming for effluent pumping and chemical treatment.

Greenwood Lakes Wastewater Treatment Facility

Contract Info: Amount = \$606,467.00
Year of Project Completion: 2012

Revere provided a complete replacement of the control system including instrumentation, Motorola PLC panels, PLC programming and additions to existing Seminole SCADA system for plant upgrades.

Greenwood Lakes Motorola MOSCAD Replacements

Contract Info: Amount = \$119,120.00

Year of Project Completion: 2017

Project management, engineering design & implementation, PLC and HMI programming, CAD drawings, functional checkout, documentation, field repair, installation, and testing

Yankee Lake Regional Wastewater Treatment Facility-2 Phases

Contract Info: Amount = \$500,731.00

Year of Project Completion: 2012

Revere provided a complete replacement of the control system. During Phase 1 Revere furnished and commissioned instruments, control panels, and added status and control programming to existing Wonderware SCADA System. In Phase 2, Revere furnished instrumentation, Motorola PLC panels, PLC programming, and made additions to existing Seminole SCADA system for plant upgrades.

Yankee Lakes Water Reclamation Facility Renewal & Rehabilitation

Contract Info: Amount = \$329,813.00

Year of Project Completion: 2018

Revere upgraded the existing PLC panels and modified the existing PLC programming and HMI Programming. and provided the following: new Wireless tablet computer with a full Windows OS platform, Workstation with UPS, InTouch for System Platform with Historian Client RDS Concurrent License; Motorola STS software license and completed an Un-witnessed Factory Test and a Witnessed Factory Test.



CUSTOMER REFERENCE

GAINESVILLE REGIONAL UTILITIES

1600 NE 53rd Avenue

Gainesville, FL 32609

Owner Representative(s):

Rachel Haeseler, PE; Utility Engineer

Phone: (352) 393-1618

E-Mail: haeselerra@gru.com

Debbie Daugherty, PE; Engineer

Phone: (352) 393-1622

E-Mail: daughertydd@gru.com

Year of Project Completion:

Contract Period April 2019 – October 2022

Services Contract Amount to Date: \$21,805.77

Project Contract Amount to Date: \$1,037,368.30

Total Contract Amount to Date: \$1,059,174.07

Personnel Providing Support

James Noe, PMP, Project Manager

Dan Kistner, Project Specialist

Description of Services Provided

Revere has provided and is currently providing professional services including Instrumentation & Contractor services for Water and Wastewater, Energy Supply, and Energy Delivery on an as needed basis. Specific services include Field Instrumentation, PLC Control Panels, PLC/HMI Programming, Factory/Field Testing, Startup and Commissioning Services for several Seminole County Water and Wastewater Treatment Plants as listed below. No known challenges have been encountered.

Service Contract Projects Completed

Murphree WTP Services	\$7,264.12
Murphree WTP Spare PC	\$3,700.00
Murphree WTP Lime System	\$4,765.00
Murphree WTP Lime System Service	\$6,076.65

Projects Completed

Revere has also completed major projects for Seminole County including the projects as listed below

Santa Fe & Kelly Repump Station Comms	\$70,213.00
Filter Influent Controller Replacement	\$52,800.00
Murphree WTP Ethernet Comms-Well Sites	\$5,090.00
Murphree WTP Ethernet Comms	\$4,870.00
Murphree WTP	\$8,200.00



CUSTOMER REFERENCE

Murphree WTP Control System Upgrade	\$776,721.00
Murphree WTP Support Services	\$74,424.00
Redundant Historian Upgrade	\$48,018.00
Murphree WTP Spare PC	\$3,548.00
Murphree WTP Firewall Issue	\$1,606.44
Murphree WTP Spare Sonic Wall	\$1,121.06
Murphree WTP Lime Sys. SCADA Updates	\$34,732.20
Murphree WTP Reports	\$26,237.60

Project Examples

Murphree Water Treatment Plant – SCADA Upgrade

Year of Project Completion: December 2015

Contract Amount: \$ 851,145.00

Percent Performed by Revere: 80%

Revere served as the Prime Contractor for the SCADA Upgrade Project with a direct contract from Gainesville Regional Utilities. The project consisted of the following major tasks: upgrading the existing Allen Bradley PLC-5 Hardware with Allen Bradley ControlLogix Hardware, provided a backup control system for critical control loops using Allen Bradley PICO Controllers.

upgrading the existing Plant Control System server and computer workstations, and upgrading the existing Plant Control System HMI Software from Intellution Fix 32 to GE Proficy iFix Version 5.8.

TAB 4



Revere Control Systems

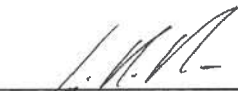
has been audited and conforms to all requirements necessary to be a

CERTIFIED MEMBER

of the

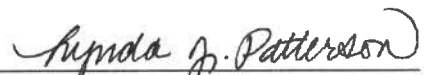
CONTROL SYSTEM INTEGRATORS ASSOCIATION

December 3, 2017 – December 3, 2020



Jose M. Rivera, CSIA CEO

CSIA Member Since: 2000



Lynda Patterson, FASAE, CAE, CSIA President

CSIA Certified Since: 2002

Project Management Institute

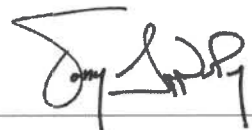
THIS IS TO CERTIFY THAT

Nanette D Johnson

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Tony Appleby
Chair, Board of Directors



Sunil Prashara
President and Chief Executive Officer



PMP® Number: 1203917
PMP® Original Grant Date: 20 August 2008
PMP® Expiration Date: 19 August 2023



Project Management Institute

THIS IS TO CERTIFY THAT

Shawn Thomas Poole

HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE
IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND
RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)®

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Randall T. Black
Chair, Board of Directors



Sunil Prashara
President and Chief Executive Officer



PMP® Number: 2116165
PMP® Original Grant Date: 18 December 2017
PMP® Expiration Date: 17 December 2020



VTScada

Software for Monitoring & Control

**Certified
Solution Partner**

Revere Control Systems

August 21, 2013

Date



Patrick Cooke - Director of Marketing





**Solution
Partner**

A ROCKWELL AUTOMATION PARTNER

Revere Control Systems, INC

Birmingham, AL

has achieved Rockwell Automation PartnerNetwork™
certification as a Solution Partner

CONTROL

- Discrete
- Process / PlantPax
- Machinery Safety

POWER

- Drives SI
- Low Voltage Drive Capability

INFORMATION

Name of Rockwell Automation Issuer

Blake Moret
Chairman & CEO

Name of Rockwell Automation Issuer

Darin Harbor
SI/SP Program Manager

2020 Annual Membership

**Rockwell
Automation**

Page 57



This certificate is presented to

Daniel Kistner

for completion of:

CCV207: FactoryTalk View SE Programming

Rockwell Automation – Tampa, FL

July 20th – July 24th, 2015

Instructor: Tim Lombardo

Training Services of Rockwell Automation has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102 (702) 506-3275. Rockwell Automation awards CEU's to participants who successfully complete this program.

3.15 IACET CEUs



**Rockwell
Automation**



This certificate is presented to

Rollin Oxley

for completion of:

CCV207: FactoryTalk View SE Programming

Rockwell Automation – Tampa, FL

July 20th – July 24th, 2015

Instructor: Tim Lombardo

Training Services of Rockwell Automation has been reviewed and approved as an Authorized Provider by the International Association for Continuing Education and Training (IACET), 1760 Old Meadow Road, Suite 500, McLean, VA 22102 (702) 506-3275. Rockwell Automation awards CEU's to participants who successfully complete this program.

3.15 IACET CEUs



**Rockwell
Automation**



EMERSON™
Process Management

Educational Services
Certificate of Attendance

Rollin Oxley

RA440 ControlWave Designer Programming Short Course
March 2013



1.8

Continuing Education Units

Instructor – A. Esteves



EMERSON™
Process Management

Educational Services

Certificate of Attendance

Rollin Oxley

RA331 ControlWave Configuration
February 2013



1.8

Continuing Education Units

Instructor – T. Holliman

 Save Refine Search6 results for *Keyword: Revere Control Systems, Inc*

Document Name ↕	Company Name ↕	UL CCN Description ↕
NITW.E88854	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS
NITW7.E88854	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS CERTIFIED FOR CANADA
NNNY.E251085	REVERE CONTROL SYSTEMS INC	CONTROL PANELS AND ASSEMBLIES FOR USE IN HAZARDOUS LOCATIONS
NNNY7.E251085	REVERE CONTROL SYSTEMS INC	CONTROL PANELS AND ASSEMBLIES FOR USE IN HAZARDOUS LOCATIONS CERTIFIED FOR CANADA
NRBX.E202847	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS RELATING TO HAZARDOUS LOCATIONS
NRBX7.E202847	REVERE CONTROL SYSTEMS INC	INDUSTRIAL CONTROL PANELS RELATING TO HAZARDOUS LOCATIONS CERTIFIED FOR CANADA

« 1 »

1 of 1

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TAB 5



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

REVERE CONTROL SYSTEMS

2240 ROCKY RIDGE ROAD
VESTAVIA HILLS AL 35216

LICENSE NUMBER: CA8769

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



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Page 63



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

OXLEY, MARVIN ROLLIN III

4021 BUTTON BUSH CIRCLE
LAKELAND FL 33811

LICENSE NUMBER: PE74167

EXPIRATION DATE: FEBRUARY 28, 2021

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

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

PAYTON, BENJAMIN R

REVERE CONTROL SYSTEMS, INC.
2240 ROCKY RIDGE ROAD
BIRMINGHAM AL 35216

LICENSE NUMBER: CGC1526173

EXPIRATION DATE: AUGUST 31, 2022

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Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

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

Additional Business Qualification

PAYTON, BENJAMIN ROSS

REVERE CONTROL SYSTEMS, INC.
2240 ROCKY RIDGE ROAD
BIRMINGHAM AL 35216

LICENSE NUMBER: EC13008291

EXPIRATION DATE: AUGUST 31, 2022

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State of Florida

Department of State

I certify from the records of this office that REVERE CONTROL SYSTEMS, INC. is an Alabama corporation authorized to transact business in the State of Florida, qualified on December 5, 1996.

The document number of this corporation is F96000006332.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 25, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirtieth day of January, 2020*



Ronald M. De
Secretary of State

Tracking Number: 2503553773CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Detail by Entity Name

Foreign Profit Corporation

REVERE CONTROL SYSTEMS, INC.

Filing Information

Document Number F96000006332

FEI/EIN Number 63-0794615

Date Filed 12/05/1996

State AL Status ACTIVE

Principal Address

2240 ROCKY RIDGE ROAD
BIRMINGHAM, AL 35216

Mailing Address

2240 ROCKY RIDGE ROAD
BIRMINGHAM, AL 35216

Registered Agent Name & Address

BUSINESS FILINGS INCORPORATED
1200 SOUTH PINE ISLAND ROAD
PLANTATION, FL 33324
Name Changed: 09/30/2019
Address Changed: 09/30/2019

Officer/Director Detail

<u>President</u> Robert R. Adams 2668 Altadena Road Birmingham, AL 35243	<u>Vice President</u> Thomas M Adams 5643 Pocahontas Road Bessemer, AL 35244
<u>Vice President</u> Thomas R. Braddock 932 Alford Avenue Birmingham, AL 35226	<u>Vice President, Secretary</u> Nanette D. Johnson 959 Tyler Crest lane Hoover, AL 35226
<u>Vice President</u> George Gregory Graves 5216 Valleybrook Circle Birmingham, AL 35244	<u>Vice President</u> Marc Handley 4695 Sandpiper Lane Birmingham, AL 35244
<u>Vice President</u> Jason W. Leeper 6902 Sugar Crest Drive Texarkana, AR 71854	<u>Vice President</u> David L. Williams 77 County Road 487 Vandiver, AL 35176

CITY OF LAKELAND

BUSINESS TAX RECEIPT		Expires on: 9/30/2021
Business Tax Office, 228 S Massachusetts Ave., Lakeland, FL 33801		
Account Number:	1386606	This business tax receipt does not permit the holder to operate in violation of any City law, ordinance or regulation. Any change in location or ownership must be approved by the City Business Tax Section, subject to zoning restrictions. This Receipt does not constitute an endorsement, approval or disapproval of the holder's skill or competence or of the compliance or noncompliance of the holder with other laws, regulations or standards.
Workers:	8	
Square Footage:	10,400	
Fee:	\$379.14	
<u>Location Address</u> 3810 DRANE FIELD RD #5- 8		
<u>Business Name & Mailing Address</u> REVERE CONTROL SYSTEMS INC		
ROBERT R ADAMS, OWNER 3810 DRANE FIELD RD #7 LAKELAND, FL 33811		
RECEIPT MUST BE CONSPICUOUSLY DISPLAYED IN YOUR PLACE OF BUSINESS		VALID ONLY WHEN SIGNED

Bus. Type(s) Bus. Subtype(s)

Quantity

CAT I-OFFICE PROFESSIONAL FIRM

CATEGORY I

POLK COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT NO. 166437

CLASS: B

EXPIRES: 9/30/2021

OWNER NAME

ADAMS, ROBERT R

LOCATION

3810 DRANE FIELD RD STE 7
LAKELAND - IN

BUSINESS NAME AND MAILING ADDRESS

REVERE CONTROL SYSTEMS, INC

2240 ROCKY RIDGE RD
BIRMINGHAM, AL 35216

CODE

230130

540190

ACTIVITY TYPE

CONTRACTOR ELECTRICAL UNLIMITED

PROFESSIONAL ENGINEER

PROFESSIONAL LICENSE (IF APPLICABLE)

8769

OFFICE OF JOE G. TEDDER, CFC * TAX COLLECTOR

THIS POLK COUNTY LOCAL BUSINESS TAX RECEIPT MUST BE
CONSPICUOUSLY DISPLAYED AT THE BUSINESS LOCATION

PAID-1521751.0001-0001 06/27/2020 06/27/2020 RZL 159 57.75 DEBORAH HAYNES

TC201F-20



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/27/2019

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

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

PRODUCER Cobbs Allen 115 Office Park Drive Suite 200 Birmingham AL 35223	CONTACT NAME: Tracy Cooke	FAX (A/C, No): 205-414-8105	
	PHONE (A/C, No, Ext): 205-874-3620	E-MAIL ADDRESS: tcooke@cobbsallen.com	
INSURED Revere Control Systems, Inc. 2240 Rocky Ridge Road Birmingham AL 35216	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire		25615
	INSURER B : Phoenix Insurance Company		25623
	INSURER C : Travelers Property Casualty Co of Amer		25674
	INSURER D : Alabama Self-Insured WC Fund/Midwest Employers		5502
	INSURER E : Ironshore Specialty Insurance		25445
INSURER F :			

COVERAGES**CERTIFICATE NUMBER:** 1587420022**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC		Y-630-6D652658-COF-19	12/1/2019	12/1/2020	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 5,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		810-1L985407-19-14-G	12/1/2019	12/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000		CUP-9J360798-19-14	12/1/2019	12/1/2020	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A		UB-9M470543-19-14-G 012900/PQAL129001	12/1/2019 1/1/2020	12/1/2020 1/1/2021	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
						E.L. EACH ACCIDENT	\$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	Professional Liability		DCP7BABWPQK001	12/1/2019	12/1/2020	Per Claim/Aggregate	5/7,000,000
A	Installation Floater		6306D652658	12/1/2019	12/1/2020	Limit	500,000
E	Pollution Liability		DCP7BABWPQK001	12/1/2019	12/1/2020	Each Claim/Aggregate	2/7,000,000

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

Cyber Liability: Carrier: Hudson Excess Insurance Company, Policy # CYB-1004367-00, Policy period: 12/1/2019-12/1/2020, Limit: \$5,000,000

CERTIFICATE HOLDER**CANCELLATION**

Informational Purpose Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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July 17, 2020

Bob Adams
Revere Control Systems, Inc.
2240 Rocky Ridge Rd.
Birmingham, AL 35216

RE: Bond Capacity

Dear Mr. Adams,

Per your request, I am writing to confirm the bond capacity of your company, Revere Control Systems. Revere Control Systems is capable of bonding single projects up to \$15 million and an aggregate of \$35 million.

Your surety, The Hanover Insurance Company, is rated "A Excellent" by A.M. Best and has a financial size category of XIV. In addition, Hanover's US Treasury Listing is \$143,592,000.

As you know, we highly recommend Revere Control Systems to any owner or general contractor considering the use of it's services.

As is usual, each individual bond request is considered at the time of the request and is subject to normal underwriting criteria.

Please let me know if I can be of any additional assistance.

Sincerely,



Joey Bole, AFSB



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Process Control System, Equipment, & Instrumentation Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for process control system, equipment and instrumentation services to two contractors; each for an initial term of three years with renewal clauses for additional years.

Background

On August 18, 2020, the City Commission approved a disposition item to advertise a Request for Proposals (RFP) for process control system, equipment and instrumentation services. On September 30, 2020, seven proposals were received. On October 16, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the SCADA Instrumentation Technician, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to two companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following two firms be awarded a process control system, equipment and instrumentation services contract:

- CEC Controls/Wood Automation & Control - Bradenton, FL
- Revere Control Systems, Inc - Lakeland, FL

Discussion

Prequalifying multiple vendors to provide process control system, equipment and instrumentation services ensures that the vendors have the required staffing, qualifications, and experience to complete repairs on the SCADA, instrumentation and programmable logic controllers, and related utilities infrastructure, in a timely manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards of the state of Florida.

As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water, sewer, and reclaimed system reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 2020-21, the funding sources included Water & Wastewater Operating Fund (Water Treatment Plant Repair & Maintenance \$180,000 and Wastewater Treatment Plant Repair and Maintenance \$120,000), as well as the Capital Project Fund (Water & Wastewater - General Facility and System Upgrades with a combined budget of \$350,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency repair of utility process control system, equipment, and instrumentation services reduces the time for water production facilities and wastewater transmission and treatment systems to be out of service. Thus, the reliability of utility service is improved, benefitting our customer base and protecting the environment. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff requests City Commission approval of the continuing contracts to CEC Controls and Revere Controls for process control system, equipment and instrumentation services.

Attachments:

- 20-183 Process Cntrl Equip Instr Svcs As Needed (P20-) (PDF)
- CEC Controls Agreement (PDF)
- Revere Control Systems Agreement (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 11/20/2020



Claire Whitley, Assistant City Manager 11/20/2020

APPROVED BY: 

Joyce A. Shanahan, City Manager 11/25/2020



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Pump & Motor Repair Services		
Summary:	In December of 2020, the City Commission awarded a contract to Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart's Electric Motor Works, Inc. for motor and pump repair services on an as-needed basis relative to various mechanical and electrical utilities infrastructures. The agreement provides for a 3-year contract with 2 additional one-year renewals; this item requests approval to proceed with the first renewal period. This contract provides as-needed service and repairs to the various pumps and motors used throughout the City's utility divisions. Services under this contract will include a full range of pump and electric motor evaluation and repair services. This includes all the different types of pumps and motors used in the various utilities departments, including the Water Treatment Plant, the Water Reclamation Facility, water production wells, sewage pumping stations and reclaimed water pumping stations.		
Financial Impact:	Fund 401-Water & Wastewater Operating contains \$325,000 for repair and maintenance of Water Treatment Plant and Water Reclamation Facility pumps and motors and related infrastructure.		
Citizen Impact:	Repair and maintenance of pumps and motors is necessary for the safe and efficient operations.		
Recommended Action (Staff, Advisory Board and/or Other):	This item serves as public notification of the intent to renew the contract for an additional year, unless otherwise directed by the City Commission.		

Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. Stewarts, FI Armature Works, Ruby Industrial, RES 2020-184 (7K)	
Approval:	Kelly McGuire, Finance Director	11/15/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/15/2023

RESOLUTION NO. 2020-184

A RESOLUTION ACCEPTING PROPOSALS AND AUTHORIZING THE EXECUTION OF CONTRACTS WITH THREE PROFESSIONAL FIRMS FOR UTILITIES MOTOR AND PUMP REPAIR SERVICES ON AN AS-NEEDED BASIS, UNDER RFP 2020-13; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised a Request for Proposals (RFP 2020-13) for motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City (“the Project”), and

WHEREAS, the City's professional staff have reviewed the proposals received and have negotiated contracts with three (3) firms to provide the aforescribed repair services (copies of said proposals being incorporated in the contracts which are attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City’s professional staff recommends that the City Commission accept the proposals of Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart’s Electric Motor Works, Inc. to provide repair services for the Project at the prices set forth on the attached contracts, and

WHEREAS, the City Manager has certified that money for the project, not to exceed \$350,000.00 annually, has been appropriated to the Water & Wastewater Operating Fund, the Water Treatment Plant Repair & Maintenance Fund, the Wastewater Treatment Plant Repair and Maintenance Fund, and the Capital Project Fund and the said funds have not been appropriated for any other purpose, and

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

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

SECTION ONE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Florida Armature Works, Inc. to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute a contract with Stewart's Electric Motor Works, Inc. to provide utilities motor and pump repair services on an as needed basis relative to various mechanical and electrical utilities infrastructure throughout the City.

SECTION FOUR. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of contracts with Florida Armature Works, Inc., Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies, and Stewart's Electric Motor Works, Inc.

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

APPROVED AND AUTHENTICATED this 1st day of December, 2020.



BILL PARTINGTON

Mayor

ATTEST:



COLBY J. CILENTO

City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Florida Armature Works, Inc.** ("Contractor"), 2460 Smith Street, Kissimmee, FL 34744, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, "Utilities Motor and Pump Repair Services") dated September 16, 2020, along with Addendum No. 1, attached hereto as Exhibit "A", and the Proposal dated September 16, 2020, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.

7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Florida Armature Works, Inc.
Herman Garcia, Vice President
2460 Smith Street
Kissimmee, FL 34744

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of

this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

- 1. Premises and Operations
- 2. Owners' & Contractors' Protective
- 3. Products & Completed Operations
- 4. Explosion, Collapse & Underground Conditions
- 5. Blanket Contractual Liability
- 6. Personal Injury Liability
- 7. Broad Form Property Damage Endorsement, including Completed Operations
- 8. Independent Contractors
- 9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
- 10. Pollution Liability (if applicable)
- 11. Asbestos Abatement (if applicable)
- 12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence
	\$300,000 General Aggregate*
	\$300,000 Aggregate Products & Completed Operations
	\$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence

	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations
	\$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence
	\$1 Million General Aggregate*
	\$1 Million Aggregate Products & Completed Operations
	\$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.

3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.

4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

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

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.

22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz

Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz

Print Name: Cassidi Ritz

By: Joyce Shahan
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2020.

Witnesses:

FLORIDA ARMATURE WORKS, INC.

Steve Barnett

Print Name: Steve Barnett

By: German Garcia

Print Name: German Garcia

Title: President

Steve Barnett

Print Name: Steve Barnett

Attest: Herman Garcia

Print Name: HERMAN GARCIA

Title: VICE PRESIDENT



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2020-13

RFP DUE DATE & TIME: September 16, 2020 at 2:00 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street,
Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 1, 2020 at 10 a.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard
Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Florida Armature Works, Inc.

PROPOSER'S MAILING ADDRESS: 2460 Smith St.

CITY-STATE-ZIP: Kissimmee, FL 34744

F.E.I.N.: 59-3263174

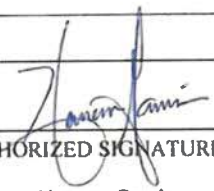
PHONE NUMBER: 407.846.1745

EMAIL: Herman@flarmworks.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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)

Herman Garcia

NAME (TYPED)

Vice President

TITLE

9/14/2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
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REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an “as needed basis” for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as “**UTILITIES MOTOR AND PUMP REPAIR SERVICES**” and reference **RFP No. 2020-13**” on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:

Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:

Megging
HiPot Testing
Surge Testing
Voltage Drop Testing
Core Loss Testing
Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “**UTILITIES MOTOR AND PUMP REPAIR SERVICES**”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Standard General Requirements: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)
- f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)
- g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
 - Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced

- h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
- i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.
- j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. 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.
- F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.
- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

2. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

3. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

5. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

6. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$
7. Tear Down and Inspection	HR	\$
Parts Allowance: Cost plus markup %		___ . ___%

**UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13**

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

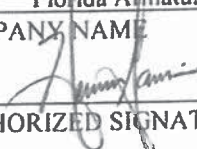
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts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

Florida Armature Works, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Herman Garcia

NAME (PRINT OR TYPE)

Vice President

TITLE

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Florida Armature Works, Inc.

Company Name

Authorized Signature

Herman Garcia

Print Name

Vice President

Title

ADDENDUM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?

Answer 1: The annual budgeted for repair and maintenance typically totals approximately \$200,000 for Water and \$120,000 for Wastewater for a total of \$320,000.

Question 2: Is there an itemized motor/pump listing?

Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?

Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?

Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?

Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?

Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?

Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

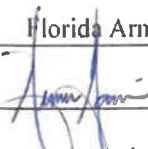
Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?

Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Florida Armature Works, Inc.

SIGNATURE:  DATE: 9-16-2020

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

2460 Smith Street
Kissimmee, FL 34744



Phone: (407) 846-1745
Fax: (407) 846-6129

Letter of Transmittal

September 16th, 2020

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

Subject: Utilities Motor and Pump Repair Services

To Whom It May Concern:

We are writing you with the proposal titled "Utilities Motor and Pump Repair Services." The purpose of writing this proposal is to inform the City of Ormond Beach of our qualifications as a firm and its employees, experience in working with municipalities like yourselves, and the expectations you will receive if you decide to work with Florida Armature Works. This Proposal is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

All decision makers, including myself, have reviewed the proposal and understand what's expected from the awarded bidder. Along with reviewing the proposal we have put together our best effort in gathering all the documentation needed to submit the proposal. We believe our quality as well as turnaround time is best suited for this type of contract as we have already proven ourselves with a larger contract in that past that lasted several years. We hope you will take our proposal into consideration, as our offer is firm for the entire period of this contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Herman Garcia", is written over a horizontal line.

Herman Garcia
Vice President



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2020-13

RFP DUE DATE & TIME: September 16, 2020 at 2:00 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street,
Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 1, 2020 at 10 a.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard
Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Florida Armature Works, Inc.

PROPOSER'S MAILING ADDRESS: 2460 Smith St.

CITY-STATE-ZIP: Kissimmee, FL 34744

F.E.I.N.: 59-3263174

PHONE NUMBER: 407.846.1745

EMAIL: Herman@flarmworks.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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

Herman Garcia
AUTHORIZED SIGNATURE (MANUAL)

Herman Garcia

NAME (TYPED)

Vice President

TITLE

9/14/2020

DATED

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

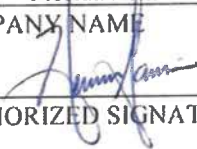
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts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

Florida Armature Works, Inc.

COMPANY NAME



AUTHORIZED SIGNATURE

Herman Garcia

NAME (PRINT OR TYPE)

Vice President

TITLE

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13**

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Florida Armature Works, Inc.

Company Name

Authorized Signature
Herman Garcia

Print Name
Vice President

Title

ilities motor and pump repair services

- 0 0-1

eptember 16th, 0 0



HERMAN A. GARCIA

FLORIDA ARMATURE WORKS, INC.

2460 SMITH ST.

KISSIMMEE, FL 34744

407.846.1745

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C. Standard General Requirements

Overview:

Florida Armature Works, Inc. is a family owned and operated electric motor and pump repair center located at 460 Smith St. Kissimmee, FL. Since being established in 1993, we have committed ourselves to our customers by providing quality workmanship and efficient customer service. Our highly skilled technicians have over 100 years of combined experience in the electrical apparatus repair industry. In the past 25 years we have grown from a two man shop repairing pool motors and smaller industrial motors, to 11 full time employees with the capability of working on Motors as large as 800 Horse power. We previously held a contract that serviced over 430 lift stations as well as 10 combined Waste Water Treatment Plants and Water Treatment Plants. Currently, we hold seven contracts with various municipalities, from locations far south as Jupiter, FL to far west as Pinellas County, FL.

Since the beginning, Florida Armature Works has worked on vast machinery that pumps water or generates power. From Floway turbine pumps, to Flygt submersible pumps, to U.S. Motor or Leeson, we have never shied away from a project that was within our capability. Over the years we have seen an increase in the repairs for submersible pumps, which we would say is our expertise. By having an onsite machine shop this allows us to either repair damaged parts or machine a brand new part to the manufactures specifications. Being able to work on these items in-house, has allowed us to pass the savings onto our customers through lower repair costs. Florida Armature Works does have access to majority of the OEM parts, but we leave it to the discretion of the customer if they want to spend the extra money which can lead to a longer lead time due to availability.

Being a member of EASA (Electrical Apparatus Service Association) allows us to use EASA's many resources such as, direct technical consulting/support, the industry repair standard, education, technical resources, software, management and sales training, industry research, networking and more. This has allowed us to elevate our performance and success. We have recently been added as a Service Warranty Repair Center for the Leeson Motor brand but this does not limit us to the brands of motors we can work on.

General Information:

Proposers Name and Address : **Florida Armature Works, Inc. - 2460 Smith St. Kissimmee, FL**

Contact Person: **Herman Garcia - Vice President**

Telephone and Fax: **407.846.1745 / 407.846.6129**

- **59-3263174**

Number of Years in Business: **27**

Number of Years your firm has been in business under present name: **27**

Number of Years your firm has been in business in work specific to this : **27**

Names and Titles of all Officers: **German Garcia - President, Leslie Barnett - Vice President, Herman Garcia - Vice President**

Please note that our firm has never had in legal proceedings brought forth to us nor have any of our officers be in any Criminal Proceedings.

2460 Smith Street
Kissimmee, FL 34744

**FLORIDA
ARMATURE
WORKS, INC.**

Phone: (407) 846-1745
Fax: (407) 846-6129

Letter of Transmittal

September 16th, 2020

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

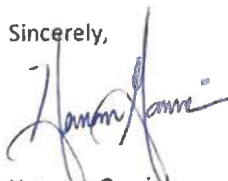
Subject: Utilities Motor and Pump Repair Services

To Whom It May Concern:

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All decision makers, including myself, have reviewed the proposal and understand what's expected from the awarded bidder. Along with reviewing the proposal we have put together our best effort in gathering all the documentation needed to submit the proposal. We believe our quality as well as turnaround time is best suited for this type of contract as we have already proven ourselves with a larger contract in that past that lasted several years. We hope you will take our proposal into consideration, as our offer is firm for the entire period of this contract.

Sincerely,



Herman Garcia
Vice President

e. Technical Qualifications of Firm

Florida Armature Works, Inc. provides Industrial Motor Services and Submersible Pump repairs for a customer base that ranges from Municipalities to private industries such as Golf Courses, Food Processing and Hospitality. German Garcia, Founder of Florida Armature Works, has always prided himself with quality workmanship, affordable repair cost and completion in a timely manner. In doing so, all equipment repairs are done in house with no use of a contractor. Having a team with over a 100 years experience combined has allowed us to grow and service many customers under multi-year contracts. Below, you will see how we treat each individual repair.

The FAW Process:

- a. Testing and Inspection
- b. Disassembly
- c. Stator Testing
- d. Rewind Process
- e. Varnish Process
- f. Mechanical Fittings
- g. Quoting
- h. Dynamic Balancing
- i. Assembly
- j. Testing

Testing and Inspections:

Inspection is a critical portion of the job and defines the entire scope of work. Motors are disassembled, cleaned and exposed to several test and measurements. Motors are visually inspected and photos are taken of the exterior. A failure assessment is conducted and suggested causes are noted with possible photos of the cause of failure. Electrical testing begins after a physical assessment of condition for suitability to test run. Windings are tested to ensure that there are no grounds, short circuits open circuits incorrect connections or high resistance connections.

Disassembly:

Motors are assigned to a mechanic in which they are provided our “repair forms” with all the motor name plate information. During the dismantling process, the mechanic notes all results from the dismantling process which includes:

- 1. Physical assessment
- 2. Test run (if possible)
- 3. Disassemble
- 4. Stator Testing
- 5. Mechanical Fittings inspection (machine work)
- 6. Parts required
- 7. Turn In Paperwork

All Job Forms are then reviewed by the shop foreman and discussed with the account manager in which he or she will work on pricing

Stator Testing:

There are four different types of tests we perform throughout the process of our inspecting and repair process in no specific order:

1. The Hipot Test for Dielectric Strength: Determining Efficacy of Cable Insulation
2. The Surge Test: Isolating Shorts and Detecting Burnout
3. The Megger Test: Evaluating Critical Insulation Performance
4. The Core Loss Test: Ensuring Quality and Reliability

The Megger tester applies a high voltage to a system for a prescribed length of time, measuring the leakage current through the insulation. This measurement is expressed as resistance and, when tested periodically, can be used to graph and evaluate the condition of a motor's overall insulation over time. With the Hipot test, we are trying detect for weaknesses and potential for failure within cable or wire insulation by Using either AC or DC voltage, the hipot test involves applying current between electrical circuits and the frame. Once the stator is ready, we perform a Core Loss Test which can indicate the difference between a motor's input and output power, and these statistics can then be charted against acceptable levels and industry standards. While some loss is normal, a significant loss can reveal repairable problems before they become serious. Once the stator is rewound, we then Surge Test the stator which serves as a way to identify a shorted conductor turn (on the same phase) and can occur during coil manufacturing, the winding, process or applied as condition assessment to an operating motor.

Rewind Process:

All motors are rewound with inverter duty wire to help perform at the highest efficiency as possible. Florida Armature Works Uses Class H insulation which is one of the highest standards compared to the normal Class F insulation coming from the manufacturer. A controlled burn out method is used to weaken the insulation and windings in which the windings are later cut and pulled. Florida Armature Works uses the EASA Process when rewinding, in which you can find a more detailed process.

(<https://easa.com/resources/software/how-to-wind-three-phase-stators>)

1. Taking Data
2. Core Testing
3. Coil Cutoff
4. Burnout Procedures
5. Winding Stripping Procedures
6. Core Preparation
7. Coil Making
8. Winding Insulation and Coil Insertion
9. Internal Connections
10. Lacing and Bracing of Windings

11. Inspection of Untreated Windings
12. Testing Untreated and Treated Windings
13. Winding Treatment

Motor Varnish Process:

The varnishing method used in the repair process is important for efficiency and for the application of the electric motor or pump. Varnishing the windings of an electric motor or pump stator functions to insulate the windings from contaminants, to make the windings rigid and tight, and to dissipate heat. All windings varnished by Florida Armature Works carry a Class H insulation rating, resulting in optimal efficiency.

Florida Armature Works uses Permafil 74043 varnish which is one of the highest bond strength varnishes used in the standard dip and bake process. Florida Armature Works does not use the Vacuum Impregnation System as the majority of motors repaired by Florida Armature Works are low voltage motors and are random/mush wound in which the two dip and bake process with our varnish exceeds EASA standards.

1. Heat windings by baking
2. Dip windings
3. Bake windings
4. 2nd dip
5. Bake winding

Mechanical Inspection:

The inspection for all parts wear and damage before and after cleaning is conducted as well as examining the Insulation for evidence of degradation or damage, such as:

1. Puffiness, cracking, separation or discoloration
2. Contamination of coil and connection surfaces
3. Abrasion or other mechanical stresses
4. Loose wedges, fillers, ties, and bandings

Bearing seats, passage and shafts are inspected with calibrated micrometers and bore gauges. All fits are measured at up to nine point's standard, depending on housing depth or journal width. Shafts are checked for wear, cracks, scoring and straightness. Shaft extension dimensions are checked to standard dimensions. Bearing housing and shaft bearing fits are measured and compared to design specifications referencing OEM specifications if available or customer specifications if provided.

Quoting:

Once the process of inspection is completed, a designated officer will meet with the shop foreman to go over the paper work to discuss the following:

1. Repairs needed
2. Time needed for repairs
3. Defected parts for replacement

4. Mechanical fittings (machine work)
5. Time needed for Machine work (pictures)
6. Total hours needed for completion
7. Estimated completion date

These steps help with a more accurate quote as once the quote is emailed, prices typically do not change. Repairs are started once we receive a purchase order to complete the repairs.

Dynamic Balancing:

Rotor Balancing is a type of analysis that compares the vibration profile with the rotation of a mechanical element to characterize inconsistent weight distribution around the diameter while calculating the amount and position of the weight necessary to offset the net imbalance.

The balancing procedure consists of four steps. The first is to acquire a baseline vibration level. This characterizes the magnitude and direction of the vibration as the system is currently configured. Next, a known weight is added to a known location along the edge of the rotor. The rotor is spun again and a new reading is taken. Readings are taken to calculate the influence coefficients and the weight required to offset the balance in the baseline reading. The known weight will be removed, and the correction weight will be added to the motor. A final spin-up of the rotor verifies that the vibration has decreased. The process can be repeated to further reduce the imbalance and vibration

Assembly:

Once we receive an approval and all the required parts for repair are gathered, we then begin the process for assembly:

1. Review of all Materials
2. Thorough inspection of parts (extra cleaning if needed)
3. Stator testing
4. Dynamic balancing
5. Bearing assembly
6. Rotor assembly
7. Motor test (run at 460 voltage)
8. Paint

Once assembled, the motor is run tested. This ensures that there aren't any noises or clicks, the motor is drawing proper amperage, the motor isn't overheating, and the motor isn't vibrating.

Testing:

Once the motor is assembled and complete, they are run at the required voltage to get an accurate amperage reading. Typically motors are run for several minutes to determine if there are any hot spots, mechanical noises, and vibration. We do not have the capacity to run at 4160 but do have a trusted contractor that helps with larger motors that exceed our capacity.

f. Technical Qualifications of the Project Team:

Being in the Industry for over 40 years, the owner of Florida Armature Works was able to work with many experienced mechanics, winders and machinists. Through those years he developed a camaraderie with these employees which allowed Florida Armature Works to hire them as the company grew. With his ability to teach others, the owner was able hire other service type mechanics and teach them the trait of Electric Motor Repair. Below are our key employees who will be handling the services of Toho Water Authority contract.

German Garcia – Owner

Not only is he the owner, but with his 45 years of experience, he is able to teach new employees the proper steps in the electric motor repair process. During our busy time, he is able to fill in the gap when other core team members are absent as well as delegate tasks to the appropriate team members to complete. Through his 45 year career, he has learned the techniques and teachings of a machinist, he worked for a large manufacturers (Magnetek) rewinding motors, and has managed a crew of 8 employees at a previous motor shop. With his experience, he decided to venture out on his own in 1993 and to this day has grown a two man shop, to 11 full time employees.

Mario Gallan – Mechanic / Field operator

Started off as a car mechanic with a neighboring repair shop. He came on board in March of 2005 in which he mentored under the owner for one year. In that time, he picked up the dismantling and assembling of electric motors quickly and was on his own after 18 months. Through the years he also gained experience through service calls in which he would pull motors with our boom truck as well as laser align them back when installing. His main focus is electric Motors, Turbine Pumps and service calls.

Darrell Lunnon – Shop Foreman / Mechanic

Darrell came to us from a competing motor shop in 2014. In the course of his previous employment, he met our owner and created a good camaraderie in which they always kept in touch. His daily duties consist of quality control, assigning jobs to mechanics, helping with work overflow as well as handling all the paperwork needed for repairs. His experience is one that is on par with the owners, ranging from 4000 Horse power motors to 5 Horse power magnetic drive Motors.

Alvid Guzman – Winder

Alvid learned how to rewind motors through a family business located in San Juan, Puerto Rico, in the late 80's. Alvid has been with Florida Armature works for a combined 18 plus years. He started with the company in 1998 but left for 2 years from 2002-2004 in which he returned back to Florida Armature Works late 2004. His specialty lies in the rewinding process of electric motor repair. From recording electric data through winding coils, to hot spot testing stators for any deficiencies, Alvid is going to be involved in the repair process no matter what. Alvid is a very dependable employee who has helped our company succeed during the hurricane seasons.

Roberto Perez – Machinist

Roberto has been a machinist for 45 plus years, starting at Boeing in New York where he worked for 15 years until he decided he wanted the warmer climate and moved to Florida. He received an opportunity to work for a competing Electric Motor Repair shop where he continued to fine tune his trade as a machinist. He specializes in measuring, examining, and testing completed units in order to detect defects and ensure conformance to specifications, using precision instruments such as micrometers. Whether it's building a shaft sleeve from scratch or rebuilding a shaft by metalizing and trimming it down to factory specifications, his abilities as a machinist are endless.

ALVID GUZMAN

3618 Dawn Ave Kissimmee, FL 34744 · (407) 348-7038

Experienced electric motor winder with the capacity of teaching others the process from start to finish on how to rewind motors from 1-600 Horsepower.

EXPERIENCE

10/2004 – PRESENT

ELECTRIC MOTOR WINDER, FLORIDA ARMATURE WORKS, INC.

- Stator Core Loss testing
- Preparing armatures and stators for rewind including insulation
- Customizing winding coils through wire data and installing them
- Working with varnish, epoxy and resins for the dipping process
- Repairing wire leads
- Rewinds for 1-600 Horsepower Motors

1/2002 – 9/2004

ELECTRIC MOTOR WINDER, STEWARTS ELECTRIC MOTOR WORKS

- Inspect, test, repair and rewind AC stators, wound rotors, DC armatures, field coils, generators & servo motors
- Diagnostic electrical testing
- Rewinds for 25-4,000 Horsepower Motors
- Installed Formed coil windings
- Stripping, collecting and confirming wire data

EDUCATION

83-85

MASTER ELECTRICIAN, E.D.P. COLLEGE OF ENGINEERING

Two years of Electrical Engineering school

SKILLS

- Bilingual
- Completion of Jobs in a timely manner
- Ability for quick turn around
- 30 years' experience

DARRELL LUNNON

FLORIDA AMATURE WORKS
2460 SMITH STREET
KISSIMMEE, FL 34744

OBJECTIVE

With an electronics background and hands-on experience in repairing and servicing all types of electric motors, I would like to work in a similar capacity to analyze and fix malfunctions in electronic components.

SKILLS

- REPAIRING ELECTRIC MOTORS
- COMPETENT KNOWLEDGE OF ELECTRONICS PRINCIPLES AND PRACTICLE APPLICATIONS
- UPDATED KNOWLEDGE ABOUT VARIOUS ELECTRIC MOTOR EQUIPMENT AND ITS MECHANISIMS

EXPERIENCE

JOB TITLE • STEWART ELECTRIC MOTORS /MAY 1993 TO AUG 2014

- WORKING SUPERVISOR
- ADVISING USERS ON MAINTANING AND USING APPLIANCES CAREFULLY AS TO PREVENT DAMAGES.
- ENSURING MOTOR IS ASSEMBLED ACCURATLEY.
- OVERSEEING THE FLOOR
- TESTING MOTORS AND VIBRATION ANALYSIS
- GENERATORS
- DC MOTORS
- PUMPS
- DYNAMIC BALANCE SMALL AND LARGE ROTORS

JOB TITLE • FLORIDA AMATURE WORKS - AUG 2014- CURRENTLY WORKING

- SUPERVISOR
- BUILDING INDUSTRIAL MOTORS
- OVERSEEING THE FLOOR
- CUSTOMER CONSULTANT

EDUCATION

MAYO HIGHSCHOOL 1980-1984 GPA:3.4
SOUTH CAROLINA TECHNICAL COLLEGE

German Garcia

4391 Boggy Creek Rd. Kissimmee, FL 34744

www.flarmworks.com

Objective

To manage a core group of employees that allows our reputation to increase due to its performance as well as its quality of work.

Experience

Florida Armature Works, Inc. – Kissimmee, FL

1993-Current

- Delegate current workloads and distribute within the 11 full time employees
- Help service our customers by opening after hours and weekends on emergencies
- Job location visits in order to prepare quotes for service calls
- Act as floating employee with the knowledge to cover any aspect of the repair process

Stewarts Electric Motor Works – Orlando, FL

1990-1993

- Rewound Electric Motors up to 2000 Horse Power
- Full Service Mechanic, dismantling, inspecting, performing repairs and assembling
- Managed 8 employees and delegated daily tasks
- Service call Technician with the capacity to remove, install and laser align

Education

Valencia Community College

Pursuant of AA Degree

Colonial High School

High School Diploma

References

Marshall Fisher, Toho Water Authority

mfisher@tohowater.com

Phone: 407.709.3666

Jeff Drullinger, City of Leesburg

Jeff.drullinger@leesburgflorida.org

Phone: 352.602.8600

MARIO GALAN

2396 Turpin Dr. Orlando, FL 32837 | 407.810.2931

STATEMENT

Establishing myself within a company that allows opportunity for growth as well as continuing education in my field

EXPERIENCE

- 4/2005-Present** Mechanic and Service Call Technician, ***Florida Armature Works, Inc.***
- Dismantling and Inspecting Electric Motors up to 600HP
 - Dismantling and Inspecting turbine and centrifugal pumps
 - Breakdown of all failures and what's required in order to get it operational
 - Reassemble of Electric motors, turbine and centrifugal pumps
 - Testing of Motors up to 600HP
 - Service call to remove and install, electric motors, turbines, and centrifugal pumps, laser alignment and onsite repairs
- 1/2003-3/2005** Car Mechanic, ***Pro Auto Repair***
- Detailed findings of mechanic vehicle assessment and recommended solutions
 - Follow repair checklists to ensure all services are complete accurately
 - Specialize in engine repair, maintenance and overhaul
 - Balance and rotate tires and perform alignments
 - Remove and repair or replace vehicle system components

EDUCATION

1980-1983 High School Education, Brooklyn, NY, *Erasmus Hall High School*

ROBERTO PEREZ

OBJECTIVE To end my career with an established motor shop specializing manufactured products, machined repairs and the ability to teach the upcoming generation

SKILLS & ABILITIES

- Bilingual
- Precise Mill Machining
- Completes task within a timely manner

EXPERIENCE **FLORIDA ARMATURE WORKS, INC. KISSIMMEE, FL**

2015-Current

- Measures, marks and documents dimensions and reference points on material for subsequent machining
- Responsible for reworking and machining of new and spare production parts for various equipment models
- Produces accurate and high-quality component parts

STEWARTS ELECTRIC MOTORS, ORLANDO, FL

1996-2015

- Performed complex set ups and operate CNC and manual metal fabricating equipment including turning, milling, grinding, drilling and tapping
- Regulating machining by utilizing machine instrumentation knowledge, including setting and adjusting controls
- Manually programing CNC Lathe and CNC milling machines to perform turning, boring, facing, counter boring, grooving, drilling, tapping and milling

EDUCATION **1971-1973**
SMA TECHNICAL INSTITUTE, COLOMBIA
Machining and Lathe Specialist

g. List of References

1. Entity/Client	City of Port St. Lucie		
Location	Port St. Lucie	Year Completed:	Ongoing
Client Contact Name	Maurice Perez		
Email	mperez@cityofpsl.com	Phone:	772.201.5868
Types of equipment serviced			
Vertical and Horizontal Electric Motors, Horizontal split case pumps, and vertical turbine pumps			

2. Entity/Client	City of St. Cloud		
Location	St. Cloud	Year Completed:	Ongoing
Client Contact Name	Brian Liotta		
Email	bliotta@stcloud.org	Phone:	407.709.0088
Types of equipment serviced			
Repair all brands of submersible pumps (ABS, Flygts, KSB, Hydr-Matic, Barnes, etc.) Vertical and			
Horizontal motors, horizontal split case pumps and vertical turbines			

3. Entity/Client	City of Ocala		
Location	Ocala	Year Completed:	Ongoing
Client Contact Name	Luis Acosta		
Email	lacosta@ocalafl.org	Phone:	352.629.8456
Types of equipment serviced			
Electric Motor Repair, Split Case and Vertical Turbine Pumps			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client	Indian River Utilities		
Location	Vero Beach	Year Completed:	Ongoing
Client Contact Name	Kevin Gibson		
Email	kgibson@IRCgov.com	Phone:	772.770.5244
Types of equipment serviced			
Repairs for all Electric Motors, Submersible Pumps, Split Case Pumps and Vertical Turbines			

5. Entity/Client	Hernando County Utilities		
Location	Brooksville	Year Completed:	Ongoing
Client Contact Name	John Rizzo		
Email	jrizzo@co.hernando.fl.us	Phone:	352.754.4773
Types of equipment serviced			
Repair of Electric Motors and Submersible Pumps			

6. Entity/Client	Toho Water Authority		
Location	Kissimmee	Year Completed:	2018
Client Contact Name	Marshall Fisher		
Email	mfisher@tohowater.com	Phone:	407-709-3666
Types of equipment serviced			
Repaired all Vertical and Horizontal Motors, Submersible Pumps (over 350 lift stations), Vertical turbines and horizontal split case pumps.			

h. Responsiveness:

Florida Mature Works prides itself in three things quality workmanship, completion in a timely manner and affordable repair cost. Our process is very simple, once we have received a job for repair, we assign it to one of our team members in which they dismantle the project. From there, our shop foreman and the mechanic will go over what items needed to be repaired and or replaced. From this inspection, we can give an accurate number of hours on how long it will take to repair the job and what parts need to be replaced. Once the job is quoted, typically within 48 hours of being received, we await on the customer for the purchase order for approval. If the customer decides to repair the job, we then will work on completing the item for return, typically 7-10 business days. This is subject to parts being available but we do keep inventory of common used bearings, seals, cable and misc. parts. Please note, once a job is quoted after inspection there is a zero chance for a price increase unless it has exceeded the 60 day quote window from our distributors.

Florida Mature Works, Inc. offers free pickup and delivery with our Ford flatbed 50 truck. Our truck is equipped with a Genie Boom crane that allows our driver the ability to pick up and deliver if someone isn't around. We also have a 5ft flatbed trailer just in case we get a longer set turbine pump that isn't able to fit on the back of our truck.

i. Pricing

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 0
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$ 150.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 35.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ 45.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 40.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ 50.00
7. Tear Down and Inspection	HR	\$ 0
Parts Allowance: Cost plus markup %		10 . 0 %

j. Location:

Florida Mature Works is located on a 1-acre in Kissimmee, FL in which we occupy two adjacent 5000sqft buildings. In one building all repairs, rewinding and testing are done, while the other holds our fully equipped machine shop, welding and storage. Our shop is located 6 miles from Florida's Turnpike which allows us to pick up and deliver north or south fairly quickly and connects us to multiple highways in which we can head east or west. We are approximately 81 miles north of Ft. Lauderdale. All team members report to our location where all of our repairs are completed, as well as key employees are no more than 15 minutes away in case of emergencies.

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Ruby Industrial Technologies, LLC d/b/a Kaman Industrial Technologies** (“Contractor”), 2020 N. Rio Grande Avenue, Orlando, FL 32804, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, “Utilities Motor and Pump Repair Services”) dated August 17, 2020, along with Addendum No. 1, attached hereto as Exhibit “A”, and the Proposal dated August 17, 2020, attached hereto as Exhibit “B”, are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Ruby Industrial Technologies, LLC
dba Kaman Industrial Technologies
Tony Ruggia, SE Regional Director
2020 N. Rio Grande Avenue
Orlando, FL 32804

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hartz
Print Name: Wendy Hartz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2020.

Witnesses:

**RUBY INDUSTRIAL
TECHNOLOGIES LLC d/b/a Kaman
Industrial Technologies**

Brian Sullivan
Print Name: Brian Sullivan

By: Tommy Puccio
Print Name: Tommy Puccio
Title: Regional Director

Print Name: _____

Attest: _____

Print Name: _____

Title: _____



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2020-13

RFP DUE DATE & TIME: September 16, 2020 at 2:00 pm

**RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street,
Ormond Beach, FL 32174**

PRE-PROPOSAL MEETING DATE & TIME: September 1, 2020 at 10 a.m.

**PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard
Street, FL 32174**

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Kaman Industrial Technologies / Ruby Industrial Technologies

PROPOSER'S MAILING ADDRESS: 2020 N Rio Grande Ave

CITY-STATE-ZIP: Orlando, FL 32804

F.E.I.N.: 84-2451094

PHONE NUMBER: 407-843-4153

EMAIL: bella.sharma@kdgcorp.com

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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)

Tony Ruggia

NAME (TYPED)

SE Regional Director

TITLE

August 17, 2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an “as needed basis” for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as “**UTILITIES MOTOR AND PUMP REPAIR SERVICES**” and reference **RFP No. 2020-13**” on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:

Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:

Megging

HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, “UTILITIES MOTOR AND PUMP REPAIR SERVICES”, the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Standard General Requirements: Include Proposer’s name and principal address; contact person’s name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)
- f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)
- g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
 - Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced

- h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
- i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.
- j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. 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.
- F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.
- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

2. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

3. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

5. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

6. Entity/Client		
Location		Year Completed:
Client Contact Name		
Email		Phone:
Types of equipment serviced		

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$
7. Tear Down and Inspection	HR	\$
Parts Allowance: Cost plus markup %		____.____%

**UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13**

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate*
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

1.

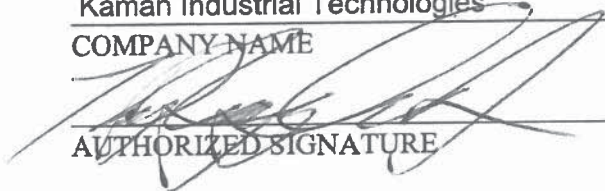
- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients or contracts for this project.
- ☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients or contracts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

Kaman Industrial Technologies

COMPANY NAME


AUTHORIZED SIGNATURE

Tony Ruggia

NAME (PRINT OR TYPE)

SE Regional Director

TITLE

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Kaman Industrial Technologies

Company Name

Authorized Signature

Tony Ruggia

Print Name

SE Regional Director

Title

ADDENDUM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?

Answer 1: The annual budgeted for repair and maintenance typically totals approximately \$200,000 for Water and \$120,000 for Wastewater for a total of \$320,000.

Question 2: Is there an itemized motor/pump listing?

Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?

Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?

Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?

Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?

Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?

Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

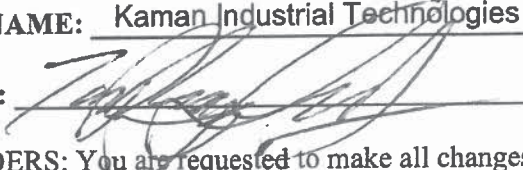
Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?

Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Kaman Industrial Technologies

SIGNATURE:  **DATE:** Aug. 24, 2020

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1



Miami
10050 NW 116 Way, Ste1
Medley, FL 33
Phone (305) 573-8424
Fax (305) 573-7366

Ft. Lauderdale
2686 SW 36 St
Ft Lauderdale, FL 33312
Phone (954) 462-0285
Fax (954) 765-1043

West Palm Beach
6747 Belvedere Rd. Suite 101
West Palm Beach, FL 33413
Phone (561) 863-3260
Fax (561) 863-3262

Orlando
2020 N Rio Grande Ave
Orlando, FL 32804
Phone (407) 843-4153
Fax (407) 843-4154

“UTILITIES MOTOR AND PUMP REPAIR SERVICES”

RFP NUMBER: 2020-13
City of Ormond Beach
22 South Beach Street
Ormond Beach, FL 32174

Prepared BY: Kaman Industrial Technologies / Ruby Industrial Technologies
2020 N Rio Grande Ave
Orlando, FL 32804
Ph: 407-843-4153
Fx: 407-843-4154

Contact: Bella Sharma / Ira Wolf
Bella.sharme@kdgcorp.com
Ira.wolf@kdgcorp.com

August 17, 2020

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City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2020-13

RFP DUE DATE & TIME: September 16, 2020 at 2:00 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street,
Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 1, 2020 at 10 a.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard
Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Kaman Industrial Technologies / Ruby Industrial Technologies

PROPOSER'S MAILING ADDRESS: 2020 N Rio Grande Ave

CITY-STATE-ZIP: Orlando, FL 32804

F.E.I.N.: 84-2451094

PHONE NUMBER: 407-843-4153

EMAIL: bella.sharma@kdgcorp.com

If returning as a "No Proposal", please state reason (s):

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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)

Tony Ruggia

NAME (TYPED)

SE Regional Director

TITLE

August 17, 2020

DATED



Industrial Technologies

Miami	Ft. Lauderdale	West Palm Beach	Orlando
10050 NW 116 Way, Ste1	2686 SW 36 St	6747 Belvedere Rd. Suite 101	2020 N Rio Grande Ave
Medley, FL 33	Ft Lauderdale, FL 33312	West Palm Beach, FL 33413	Orlando, FL 32804
Phone (305) 573-8424	Phone (954) 462-0285	Phone (561) 863-3260	Phone (407) 843-4153
Fax (305) 573-7366	Fax (954) 765-1043	Fax (561) 863-3262	Fax (407) 843-4154

STANDARD GENERAL REQUIREMENTS:

Florida Bearings / Kaman Industrial Technologies / Ruby Industrial Technologies
FEIN: 84-2451094

Orlando Contact: Bella Sharma, Shop's Planner / Purchasing

Fort Lauderdale Contact: Alan Rooks, Project Manager / Shop Support Liaison

As Florida Bearings, we began service and repair on pumps and electric motors back in 2000. We privately had an electric motor shop do our rewinds and pump rebuilds/repairs. We purchased Hialeah Electric Motor Repair in early 2005 after deciding that we wanted to control the quality of the work being done.

To that end, we continued under the FBI name for 60 years and 12 years of repair, rewind and rebuild of all types of rotating equipment. This of course includes pumps and electric motors.

When we were purchased by Kaman Industrial Technologies, mid-2012. As Kaman Industrial Technologies, we combined our sales and our Hialeah shop into a new facility in Fort Lauderdale with a state-of-the-art repair shop in 2018.

In mid-2019, we were again purchased by Littlejohn LLC, under the "purchase project name" of Ruby Industrial Technologies. This is the formal name, however we are still working under the Kaman name for the time being. We have been operating our shops very successfully, for the last 20 years.

We have not failed to do any work, repair, service, or warranty work since the "shops" began back in 2000. There has been no legal action brought against us for any contract where we have failed to maintain any work where we have won bids. That being said, would also include any claims, arbitrations, administrative hearings, or hearings. There has been no criminal proceedings or hearings concerning business related offenses where anyone associated with the Company was convicted of any Public Entity Crimes, debarred or suspended from bidding by any government entity.

Our four central and south Florida locations are listed at the top for the phone numbers as well as the fax numbers in general.

KAMAN

Industrial Technologies

Miami
10050 NW 116 Way, Ste1
Medley, FL 33
Phone (305) 573-8424
Fax (305) 573-7366

Ft. Lauderdale
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Ft Lauderdale, FL 33312
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Orlando, FL 32804
Phone (407) 843-4153
Fax (407) 843-4154

TRANSMITTAL LETTER:

As the Project Manager and Shop Support Liaison, I can attest to the fact that we have a full understanding of what the City of Ormond Beach is requesting, needing to be accomplished and our commitment to complete every repair given to us, as if it's the only repair we have.

We want to make sure that you have the same trust and confidence in us as those references that we have included with this paperwork. We have proudly been the main contracted repair facility for the City of Fort Lauderdale for the last 10 plus years, with consistent and quality repairs. We warranty all of our work which varies based on the type of equipment repaired.

We firmly believe that we are your best choice for your repairs as we have shown others, including Walt Disney World, Epcot and Universal. We are very confident in our abilities and in your satisfaction of knowing that your piece of equipment is done right, right on time.

As the SE Regional Director, we offer this bid as a firm and irrevocable offer through the contract period and beyond. If there are ever any questions or issues, I am available at most anytime to make sure that you are satisfied.

Best Regards,



Tony Ruggia, SE Regional Director
Kaman Industrial Technologies
8507 Benjamin Road, Suite H
Tampa, FL 33634
Ph: 813-623-2777
Fx: 813-622-9006
Email: Tony.Ruggia@kdgcorp.com



Industrial Technologies

Miami	Ft. Lauderdale	West Palm Beach	Orlando
10050 NW 116 Way, Ste1	2686 SW 36 St	6747 Belvedere Rd. Suite 101	2020 N Rio Grande Ave
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Fax (305) 573-7366	Fax (954) 765-1043	Fax (561) 863-3262	Fax (407) 843-4154

TECHNICAL QUALIFICATIONS of FIRM:

Kaman Industrial Technologies is a privately held corporation that has been in the industrial distribution market since 1970 and as the Florida Bearings District since 1950.

The FB District consists of four locations, Miami, Fort Lauderdale, West Palm Beach and Orlando. Our Orlando and Fort Lauderdale locations have state-of-the-art repair facilities. We would welcome your visit to our shop(s) to inspect our facility and see for yourself why we consider ourselves the best in the State.

We have repaired many types of equipment over the years including up to 500HP AC electric motors and up to 300HP in DC motors with form-coil windings. We have rebuilt/repared various types of vertical turbine pumps, supplied Liftstation projects to many municipalities from Jacksonville to Key West including blowers and control panels.

We are very detailed in our evaluation of our customer's equipment. We excel in troubleshooting and in finding out the root cause of the failure, and what we can do to avoid the same failure in the future.

We are in fact one of the very few approved EASA repair facilities in the State and are a proud supplier of SKF bearings used in all of our repairs. We do not reuse old parts or sub-standard materials in our rebuilds. We only use name brand parts, new and unused OEM parts to ensure that your equipment is rebuilt to factory specifications.

Many of our service people have learned their trades within various branches of the military. Because of this, our technicians have the ability to work with others and foster a team atmosphere. We work as a team to provide you, our customer, with the best experience from our drivers to our District Manager and Regional Director that have only one train of thought, to make sure your equipment is fully repaired to your satisfaction.

With just one visit to our shop, you will see that we do not have the need for any outside subcontractors or other repair shops to do work for us. We are completely self-sufficient and do not need to "farm" out repair work and lose the quality that we are so proud of and have demonstrated over the years.



Industrial Technologies

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Fax (305) 573-7366	Fax (954) 765-1043	Fax (561) 863-3262	Fax (407) 843-4154

TECHNICAL QUALIFICATIONS of the PROJECT TEAM:

Ira Wolf, Shops Operations Manager – 25yrs experience in all types of pumps, gearboxes, electric motors, blowers, mixers, lift stations and various other pieces of equipment.

Bella Sharma, Shops Planner / Shops Purchasing – 5yrs involved with planning the teardown of all products, and responsible for purchasing the material needed to complete the piece of equipment in repair.

Bill Mansfield, Service Specialist – 30yrs in the field service duties. Continuing service calls as well as calling on the municipalities in the Central Florida market. Well versed in all types of repairs including, split case pumps, end suction pumps, vertical turbine pumps, electric motors, gearbox and various types of other equipment.

Austin Becker, Lead Mechanic – 13yrs in repairing / rebuilding of all types of industrial and municipality equipment from pumps to electric motors to gear boxes and many other types of equipment.

Richard Anker, Mechanic – 30yrs in the industrial and municipality repair business. Experience in all types of pumps, electric motors, gear reducers and various other types of equipment.

Nelson Dick, Mechanic – 5yrs with us as a general mechanic working with all types of pumps, electric motors, blowers, gear boxes, and various other types of equipment.

Abdiel Otero, Mechanic / Winder – 7yrs in various types of repairs, and in winding for electric motors.

Mark Caillouet, Motor Winder – 12yrs in winding various types, sizes of electric motors.

These are the team members that will be most responsible for any types of repairs, rewinds and rebuilds of any and all types of equipment that you may have. In the event that the Orlando shop is in need of assistance, we have another 60 years or so of additional team members in our Fort Lauderdale location that has the same abilities as our Orlando facility.

We have one constant, that is to give you, our customer, the best service available, second to none!

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client	City of Fort Lauderdale - CMS	
Location	4250 NW 10 Ave, Ft Lauderdale, FL 33309	Year Completed: Ongoing
Client Contact Name	Kevin Scott	
Email	kevinsc@fortlauderdale.gov	Phone: 754-224-9813
Types of equipment serviced	Electric motors, submersible pumps, vertical pumps, etc...	

2. Entity/Client	Reedy Creek Improvement District	
Location	5300 Center Dr, Lake Buena Vista, FL 32830	Year Completed: Ongoing
Client Contact Name	Tracy Kesten, Service Manager Reedy Creek	
Email	tracyd.kestend@disney.com	Phone: 407-560-4559
Types of equipment serviced	Removal & re-installation of vertical turbine pumps, split case pumps, end suction pumps, submersible pumps	

3. Entity/Client	TOHO Water Authority	
Location	1622 S. John Young Parkway, Kissimmee, FL 34741	Year Completed: Ongoing
Client Contact Name	Marshall Fisher, Maintenance Supervisor	
Email	mfisher@tohowater.com	Phone: 407-944-5082
Types of equipment serviced	Submersible pumps, vertical turbine pumps, blowers, motors, split case pumps, end suction pumps, mixers	

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

4. Entity/Client Cutrale - Leesburg		
Location	11 Cloud Street, Leesburg, FL 34748	Year Completed: Ongoing
Client Contact Name Steve Red Nelson, Maintenance Lead		
Email	wastewaterlee@cutrale.com	Phone: 352-476-3506
Types of equipment serviced Blowers, electric motors, submersible pumps, end suction pumps,		
split case pumps, mixers		

5. Entity/Client Cutrale - Auburndale		
Location	602 McKean Street, Auburndale, FL 33823	Year Completed: Ongoing
Client Contact Name Steve Red Nelson, Maintenance Lead		
Email	wastewaterlee@cutrale.com	Phone: 352-476-3506
Types of equipment serviced Blowers, electric motors, submersible pumps, split case pumps,		
end suction pumps, mixers		

6. Entity/Client Walt Disney - Epcot		
Location	1780 Avenue of the Stars, Lake Buena Vista, FL 32830	Year Completed: Ongoing
Client Contact Name Pablo Santiago, Planned Work Specialist		
Email	pablo.santiago@disney.com	Phone: 407-560-7479
Types of equipment serviced Submersible pumps, end suction pumps, split case pumps,		
blowers, mixers, electric motors, lift stations		



Miami 10050 NW 116 Way, Ste1 Medley, FL 33 Phone (305) 573-8424 Fax (305) 573-7366	Ft. Lauderdale 2686 SW 36 St Ft Lauderdale, FL 33312 Phone (954) 462-0285 Fax (954) 765-1043	West Palm Beach 6747 Belvedere Rd. Suite 101 West Palm Beach, FL 33413 Phone (561) 863-3260 Fax (561) 863-3262	Orlando 2020 N Rio Grande Ave Orlando, FL 32804 Phone (407) 843-4153 Fax (407) 843-4154
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RESPONSIVENESS:

Our approach to timely completion of your electric motor and pump repairs are based on standard labor times and factory stock. We can pick up your motor or pump within one day's notice. After the receipt of the motor or pump, we will have it torn down, parts measured for tolerances the following day. We would also supply you with a detailed breakdown of the repair and the cost to repair that pump or motor. We double-dip and bake ALL stators, pumps and electric motors, to ensure a uniform coating and with the use of inverter duty wire to make sure the motor will perform better than new.

Generally speaking, after we get the motor or pump torn down and evaluate and measure the parts, electric motors take 3-4 work days.

Pumps take 4-5 work days to rebuild after receipt of the parts from the OEM. In order to cut down your waiting time, once we get the okay to the repair, we would begin the rewind process of the motor to ensure that the pump or motor is always in production to be completed as soon as any special or OEM parts arrive from the vendor.

Day 1: tear down, measure all bearings and housings for proper tolerances, create a quote with your repair cost for your electric motor. All parts will go into the parts washer for cleaning and prepping for paint and rebuild.

(Pumps)

Day 2: (after the go ahead for the rebuild) we are cutting the windings out, stator goes to the bake out oven, the rest of the pump parts are being measured, cleaned, and prepared for the rebuild. Any unknown items are now identified and placed on order.

Day 3: After receipt of the parts from the OEM, then the rebuild begins, generally takes 1-2 days to rebuild, repaint, test for desired RPM's, voltage, and make sure the seals hold pressure.

Day 4(?): The pump is returned, in factory new condition.

Again, please note that these times are based on after receipt of all the parts from the OEM. In addition, know that while we are waiting on the parts, we will be other things so that the parts coming in will not just sit and wait for someone to rebuild the electric motor or pump.



Industrial Technologies

Miami
10050 NW 116 Way, Ste1
Medley, FL 33
Phone (305) 573-8424
Fax (305) 573-7366

Ft. Lauderdale
2686 SW 36 St
Ft Lauderdale, FL 33312
Phone (954) 462-0285
Fax (954) 765-1043

West Palm Beach
6747 Belvedere Rd. Suite 101
West Palm Beach, FL 33413
Phone (561) 863-3260
Fax (561) 863-3262

Orlando
2020 N Rio Grande Ave
Orlando, FL 32804
Phone (407) 843-4153
Fax (407) 843-4154

PRICING:

No pricing to exceed contract pricing as noted below.

UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ 99.00 (up to 26 tons)
2. Crane Truck Service (including operator) for removing and install	HR	\$ 49.50
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 49.50
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and	HR	\$ 75.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ 49.50
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ 75.00
7. Tear Down and Inspection	HR	\$ 49.50
Parts Allowance: Cost plus markup %		18.75%

KAMAN

Industrial Technologies

Miami
10050 NW 116 Way, Ste1
Medley, FL 33178
Phone (305) 573-8424
Fax (305) 573-7366

Ft. Lauderdale
2686 SW 36 St
Ft Lauderdale, FL 33312
Phone (954) 462-0285
Fax (954) 765-1043

West Palm Beach
6747 Belvedere Rd. Suite 101
West Palm Beach, FL 33413
Phone (561) 863-3260
Fax (561) 863-3262

Orlando
2020 N Rio Grande Ave
Orlando, FL 32804
Phone (407) 843-4153
Fax (407) 843-4154

REPAIR LOCATION(S):

Our **primary** repair facility is our Orlando repair shop. Based on Google, we are 56 miles from Ormond Beach and can be reached within an hour and one half based on the current traffic at that specific time.

The primary contact at this location is: Bella Sharma, she is the Shops Planner and Purchasing for the shops. She is well versed in the repair process and in most of the pumps on the market today. Including, submersible pumps, mixers, split-case pumps, vertical turbines and electric motors.

Our **secondary** repair shop is in the Fort Lauderdale area. This shop is approximately 250 miles from Ormond Beach, 213 miles from our Orlando shop. Either location is within a day's drive from our Fort Lauderdale facility.

The primary contact in Fort Lauderdale is: Alan Rooks, he is our Project Manager and the south's Shop Support liaison. He is also well versed in the repair process and has been working with most all submersible pumps, mixers and vertical turbine pumps, split-case pumps, and electric motors.

Orlando Facility:

2020 N Rio Grande Ave
Orlando, FL 32804
Ph: 407-867-6027
Fx: 407-843-4154
Email: bella.sharma@kdgcorp.com

Fort Lauderdale Facility:

2686 SW 36 Street
Fort Lauderdale, FL 33312
Ph: 786-804-6063
Fx: 954-765-1043
Email: alan.rooks@kdgcorp.com

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13**

**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.

Kaman Industrial Technologies

COMPANY NAME

AUTHORIZED SIGNATURE

Tony Ruggia

NAME (PRINT OR TYPE)

SE Regional Director

TITLE

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Kaman Industrial Technologies

Company Name

Authorized Signature

Tony Ruggia

Print Name

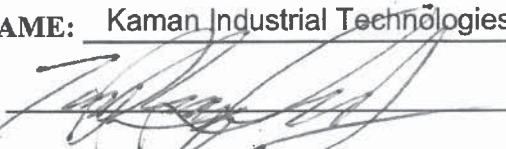
SE Regional Director

Title

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Kaman Industrial Technologies

SIGNATURE: 

DATE: Aug. 24, 2020

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** (“City”), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Stewart’s Electric Motor Works, Inc.** (“Contractor”), 8951 Trussway Blvd., Orlando, FL 32824, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2020-13, “Utilities Motor and Pump Repair Services”) dated September 15, 2020, along with Addendum No. 1, attached hereto as Exhibit “A”, is incorporated herein by reference and is a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options for a total not to exceed five (5) years, unless either party provides at least ninety (90) days prior written notice of its intent not to renew the Agreement.
3. **Consideration.** Contractor shall perform the services at the prices set forth on the attached exhibit. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibit.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor’s interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit attached hereto and incorporated by reference herein, constitutes the entire and complete

agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.

8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Stewart's Electric Motor Works, Inc.
Rebecca Keogh, Service and Sales
8951 Trussway Blvd.
Orlando, FL 32824

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.
12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.

16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.
18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations

	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations	
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) **Excess Liability**

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

- (e) **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 provide a retroactive date no later than the inception date of claims made coverage.

19. Requirements for Certificates of Insurance.

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
- (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3331
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.

25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 1 day of December, 2020.

Witnesses:

CITY OF ORMOND BEACH

Wendy Hontz
Print Name: Wendy Hontz

By: Bill Partington
BILL PARTINGTON
Mayor

Cassidi Ritz
Print Name: Cassidi Ritz

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 12 day of October, 2020.

Witnesses:

**STEWART'S ELECTRIC MOTOR
WORKS, INC.**

Kathryn E. Jones
Print Name: Kathryn E. Jones

By: Rebecca Y. Keogh
Print Name: Rebecca Y. Keogh
Title: Service and Sales

Samuel Stewart
Print Name: 10/Samuel Stewart

Attest: Michael J. Stewart
Print Name: MICHAEL STEWART
Title: PRESIDENT



Utilities Motors & Pump Repair Services

Stewart's Electric Motor Works, Inc.

**8951 Trussway Blvd,
Orlando FL 32824**

Presented by: Rebecca Keogh

September 15, 2020

Stewart's

ELECTRIC MOTOR WORKS, INC.

Table of Contents:

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Addendum 1
Insurance COI
Introduction Letter and Point of Contacts
Advanced Energy Letter
Plant Equipment List
Vibration Certificate
Alignment Certificate



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

RFP TITLE: UTILITIES MOTOR AND PUMP REPAIR SERVICES

RFP NUMBER: 2020-13

RFP DUE DATE & TIME: September 16, 2020 at 2:00 pm

RFP OPENING LOCATION: 1st Floor Training Room, City Hall, 22 S. Beach Street,
Ormond Beach, FL 32174

PRE-PROPOSAL MEETING DATE & TIME: September 1, 2020 at 10 a.m.

PRE-PROPOSAL MEETING LOCATION: Public Works Training Room, 501 N. Orchard
Street, FL 32174

Proposals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Stewart's Electric Motor Works, Inc.

PROPOSER'S MAILING ADDRESS: 8951 Trussway Blvd

CITY-STATE-ZIP: Orlando, FL 32824

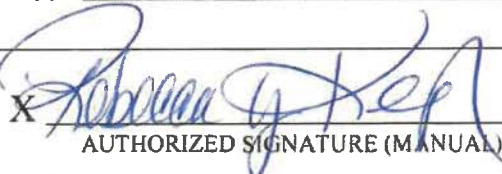
F.E.I.N.: 59-2189032

PHONE NUMBER: 407-859-1837

EMAIL: Rebecca@semw.net

If returning as a "No Proposal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, 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)

Rebecca Keogh

NAME (TYPED)

Service and Sales

TITLE

09/15/2020

DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be **clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package)**. The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. **No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.**

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

CONTRACT DURATION: The initial term of the Contract shall be for three (3) years or as otherwise agreed to by all parties, commencing on the date the Contract is fully executed by all parties and shall have two additional renewal periods as described below.

Contract Renewal - The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date.

SUBCONTRACTORS: If the 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.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

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

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for ninety (90) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

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

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:

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

I. INTRODUCTION

The City of Ormond Beach is requesting proposals from qualified firms to enter into a contractual agreement to provide pump and motor repair services on an “as needed basis” for the Utilities Division of the Public Works Department. Award may be made to one or more firms, and no guaranteed quantity of work is offered. The awarded firm(s) shall furnish all services in accordance with, but not limited to, the guidelines in the Scope of Work.

To be considered, bidders must submit one (1) signed and unbound original of the complete proposal packet, including all required attachments, along with one (1) full complete electronic file of the proposal in pdf format on either a CD or thumb drive by the closing date and time. Responses shall be submitted in sealed envelopes and clearly identified as “**UTILITIES MOTOR AND PUMP REPAIR SERVICES**” and reference **RFP No. 2020-13**” on the outside of the envelope. Deliver Bids to: Robert Schattie, Purchasing Coordinator, Ormond Beach City Hall on the 1st Floor in Room 101, 22 South Beach Street, Ormond Beach, Florida 32174. **Bids delivered after the time and date specified will not be accepted.** The City shall not be responsible for late deliveries or mail delays. The City of Ormond Beach reserves the right to reject any or all proposals submitted. During the evaluation process, additional information or clarifications from proposers may be required. For any question regarding bid delivery contact the purchasing office at 386-676-3223.

The City of Ormond Beach reserves the right to retain all proposals submitted regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.

There is no expressed or implied obligation for the City of Ormond Beach to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

II. NATURE OF SERVICES REQUIRED

A. General

The City of Ormond Beach is a coastal community located in northeast Volusia County, Florida, occupying an area of approximately 38 square miles. The City Utility Service Area extends outside of the City limits into part of unincorporated Volusia County as well as providing service to portions of neighboring Flagler County. Customer data for 2019 included 22,532 active water accounts, of which 17,412 were located within the City limits. Records indicate there were 17,532 active water & sewer accounts, of which 17,265 were located within City limits. The City's fiscal year begins on October 1 and ends on September 30.

The Utilities Division of the City's Public Works Department is responsible for providing quality potable water, sanitary sewer and reclaimed water services to utility customers in a manner that balances social, environmental, and economic factors. The Utilities Division of the Public Works Department consists of five operating sections: Water Production, Water Reclamation (sometimes referred to as the Wastewater Treatment Facility), Potable Water Distribution, Wastewater Collection & Reclaimed Water Distribution, and Equipment Maintenance.

The Water Production Division is responsible for the safe and efficient operation of the City's Water Treatment Plant (WTP), 19 wells, 3 water storage tanks, and four water distribution booster stations. The WTP has a design capacity of 12.0 million gallons per day.

The Water Reclamation Facility (also referred to as the Wastewater Treatment Facility) is responsible for the safe and efficient treatment of wastewater, the supply of reclaimed water for irrigation, and the subsequent stabilization and disposal of solid wastes produced to ensure the protection of public health and the environment. The City's Water Reclamation Facility is designed to treat sewage at a rate of 8 million gallons per day. The City utilizes 76 sanitary sewer lift stations to transmit wastewater to the Wastewater Reclamation Facility. Meanwhile, the reclaimed water system has a permitted capacity of 10 million gallons per day, and utilizes 3 reclaimed water storage tanks and associated pump stations.

It is the intent of the City of Ormond Beach, Florida to award a contract(s) to the successful proposer(s) of this request for proposals to provide **UTILITIES MOTOR AND PUMP REPAIR SERVICES** on an "as needed" basis. The term of this contract shall be for an initial three (3) year agreement. The Contract shall be **automatically renewed** for two additional one (1) year periods unless either party provides a written notice of non-renewal ninety (90) calendar days prior to the Contract expiration date. The contract duration shall not exceed five (5) years. All terms and conditions shall remain firm for the initial three (3) year

period and any optional renewal period of this contract based on contractor's acceptance, level of performance and approved funding.

B. Scope of Work:

The work shall be performed on an "as needed basis" for the Utilities Division of the Public Works Department. Awarded firms will be responsible for:

1. Pickup of equipment requested for evaluation and/or repair from affected City of Ormond Beach facility within 72 hours of request.
2. After assessment of equipment, development of a quote for the work necessary to repair to include pricing in accordance with the agreement and timeline to complete the work
3. Execution of work on the equipment, once a Purchase Order referencing the quote has been issued
4. Timely completion of the work
5. Return of repaired equipment within 48 hours of completion of work
6. General responsiveness to requests for evaluation/repair, phone calls and emails

Service under this award will include a full range of pump and electric motor repair services. These services will include but not be limited to inspection, evaluation and repair of vertical turbine, split case centrifugal pumps, centrifugal fans/blowers, lift station pumps, inspection, evaluation and repair of 3-phase electric motors, professional pump and electric motor reports, and other services as needed. Firms selected shall be capable of providing services including, but not limited to, the following:

PUMP REPAIR SERVICES:

Shaft Repair
Shaft Replacement and Bearing Replacement Seal Repair
Seal Replacement
Wear Ring Replacement Impeller Repair Impeller Replacement
Apply Protective Coatings Volute Repair
Volute Replacement Casing Repair Casing Replacement Dynamic Balancing
Clean Pump Assembly of Pump
Performance Testing Pump Curves
Provide Detailed Shop Reports, and Recommendations

ELECTRIC MOTOR REPAIR SERVICES:

Repair Shaft
Replace Bearings
Rewind Motor
Dip and Bake Motor
Balance Motor
Motor Diagnostic

MOTOR TESTING SERVICES:

Megging

HiPot Testing

Surge Testing

Voltage Drop Testing

Core Loss Testing

Provide Detailed Shop Reports and Recommendations

III. PROPOSAL REQUIREMENTS

A. Inquiries

Inquiries concerning this Request for Proposals shall be submitted to the attention of the Purchasing Coordinator by email to robert.schattie@ormondbeach.org. Answers will be provided by written addenda and sent to all appropriate Proposers via DemandStar.com. In order to give a timely response, NO questions will be responded to after September 8, 2020 at 5 p.m. which is eight (8) days prior to the submittal due date. It is the sole responsibility of the Proposer to ensure all addenda are received. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach. Proposers, their agents and associates shall not contact or solicit any City of Ormond Beach employee or official regarding this RFP. Failure to comply with this provision may result in disqualification of the proposer, at the option of the City of Ormond Beach. Only that individual listed as the contact person in the specifications shall be contacted.

B. Submission of Proposals

Submittals will not be evaluated on the aesthetics of the package. Non-recyclable materials are discouraged. Points may be deducted for Responses that exceed seventy-five (75) pages.

The following material must be received no later than 2:00 p.m. on September 16, 2020 for a proposing firm or individual to be considered:

1. One (1) original, unbound copy and one (1) digital copy contained on a CD or flash drive with all the same documents in a PDF format. The proposal shall include the following:
 - a. Title Page: Title page marked, "UTILITIES MOTOR AND PUMP REPAIR SERVICES", the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
 - b. Table of Contents: Include a clear identification of the material included in the proposal by page number.
 - c. Standard General Requirements: Include Proposer's name and principal address; contact person's name and title; telephone and fax number; FEIN; number of years organization has been in business; number of years your firm

has been in business under your present business name; number of years your firm has been in business in work specific to this RFP; names and titles of all officers, partners or individuals doing business under trade name; statement of whether your firm has ever failed to complete work awarded to you; list all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years; list and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants; state whether the Proposer, its principals, officers or predecessor organization(s) have been CONVICTED of a Public Entity Crime, debarred or suspended from bidding by any government entity.

- d. Transmittal Letter: A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believed itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the engagement period. The transmittal letter shall have an original signature of an authorized official of the firm who has been designated to submit the proposal on behalf of the firm.
- e. Technical Qualifications of Firm: Provide a description and overview of firm, including the size, range of activities, licenses, certifications etc. Detail expertise in, and experience with troubleshooting and repair of pumps and electric motors such as lift station pump/motors, well pump/motors, transfer pump/motors, and high service pump/motors (5 HP to 300 HP and up to 5000 GPM) of similar size and materials. (Limit response to two pages maximum) Identify any subcontractors(s) that will be involved if work not performed in house, including address and a description of qualifications. (Limit response to one page maximum per subcontractor)
- f. Technical Qualifications of the Project Team: Identify the primary individuals (Project Team) who will be responsible for supervising, managing and executing the work for this Contract. List all certifications appropriate to the work. (Limit response to one page per person)
- g. References: Using the "List of References" sheet supplied herewith, provide list of six (6) utility clients for whom work has been performed within the past 5 years. Be sure to include:
 - Entity/Client
 - Location
 - Year Completed
 - Client contact name, Phone and Email
 - Types of equipment serviced

- h. Responsiveness: Describe your approach to timely completion of work and provide general turnaround times.
- i. Pricing: Provide not to exceed pricing using the Proposal Pricing Form.
- j. Location: Provide shop location(s) where the bulk of work will occur and indicate which member of the Project Team primarily works from each. Provide information on alternate or backup facilities, if available. Points shall be awarded as follows: Within 25 miles of Ormond City Hall (15 points), Within 50 miles of Ormond Beach City Hall (10 points), Within 100 miles of Ormond Beach City Hall (5 points), Beyond 100 miles of Ormond Beach City Hall (0 points)

IV. PROPOSAL EVALUATION

The evaluation and selection of the proposers will be performed by a Selection Committee. The following represent, but not limited to, the criteria which will be considered during the evaluation process:

EVALUATION CRITERIA	MAXIMUM POSSIBLE POINTS
Technical Qualifications of Firm	20
Technical Qualifications of Project Team	20
References	20
Responsiveness	10
Pricing	10
Location	15
Completeness of Proposal	5
TOTAL	100

During the evaluation process, the Selection Committee may, at its discretion, request any or all firms to make an oral presentation and/or be available for an interview. Such presentation will provide firms with an opportunity to answer any questions the selection committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. All expenses, including travel expenses for interviews shall be borne by the proposer.

V. 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.
- F. Submission of a proposal indicates acceptance by the firm(s) of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm(s) selected.
- G. Submittals should include a copy of the firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13
LIST OF REFERENCES

1. Entity/Client	Treasure Coast Energy Center		
Location	Fort Pierce, FL	Year Completed:	2019
Client Contact Name	Bill Anderson		
Email	banderson@fpua.com	Phone:	772-633-5419
Types of equipment serviced	Repair of Electric Motors and Pumps as well as		
service call for vibration analysis and alignment			

2. Entity/Client	City of West Palm Beach		
Location	1009 Banyon Blvd	Year Completed:	Current
Client Contact Name	Rick Smith		
Email	rksmith@wpb.org	Phone:	561-436-2127
Types of equipment serviced	Currently hold the motor and pump contract for repair		
and on site services required			

3. Entity/Client	City of West Palm Beach		
Location	Waste Water, 4375 Easley Drive	Year Completed:	Current
Client Contact Name	James Looney		
Email	jlooney@wpb.org	Phone:	561-835-7420
Types of equipment serviced	Currently hold the motor and pump contract for repair		
and on site services required.			

UTILITIES MOTOR AND PUMP REPAIR SERVICES**RFP NO. 2020 – 13**

LIST OF REFERENCES

4. Entity/Client	Orlando Utilities Commision		
Location	100 W. Anderson St. Orlando	Year Completed:	Current
Client Contact Name	Eric Jones		
Email	ejones@ouc.com	Phone:	407-434-4216
Types of equipment serviced	Currently hold the contract for pump repair and		
turn key service calls			

5. Entity/Client	City of Daytona Beach Waste Water Plant		
Location	Daytona Beach FL	Year Completed:	Current
Client Contact Name	JR		
Email	rommichjimmie@codb.us	Phone:	386-671-5703
Types of equipment serviced	Repair Electric Motors and Pumps as well as		
Removal and install of pumps and motors			

6. Entity/Client	City of Daytona Beach		
Location	Lift Stations	Year Completed:	2020
Client Contact Name	Patrick Henderson		
Email	hendersonpatrick@codb.us	Phone:	386-585-5225
Types of equipment serviced	Repair of Electric Motors and Pumps as well as		
service call to remove and install pumps and motors			

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

PROPOSAL PRICING –Motor and Pump Repair

Proposer submits the following prices for the work described in this solicitation:

Item of Work	Per (Unit)	Unit Price
1. Trailer Truck Service to transport pump to and from repair facility (time must be reasonable compared to Google Maps estimate. No pay for breakdowns).	HR	\$ No Charge
2. Crane Truck Service (including operator) for removing and install pump or motor	HR	\$ \$105.00
3. Standard Labor Rate (Mechanic) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ \$55.00
4. Non-Standard Labor Rate (Mechanic) After hours, weekend, and holidays	HR	\$ \$75.00
5. Standard Labor Rate (Machinist) Monday – Friday, 8:00 am – 5:00 pm	HR	\$ \$55.00
6. Non-Standard Labor Rate (Machinist) After hours, weekend, and holidays	HR	\$ \$75.00
7. Tear Down and Inspection	HR	\$ No Charge
Parts Allowance: Cost plus markup %		<u>1</u> . <u>25</u> %

UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 – 13

Risk Management and Insurance Requirements

A. 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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.

B. 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 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 coverages.)

(b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 coverages 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>	
\$0 - \$25,000	\$300,000	Each Occurrence
	\$300,000	General Aggregate *
	\$300,000	Aggregate Products & Completed Operations
	\$ 25,000	Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000	Each Occurrence
	\$1 Million	General Aggregate*
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million	Each Occurrence
	\$1 Million	General Aggregate *
	\$1 Million	Aggregate Products & Completed Operations
	\$ 50,000	Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]	

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
\$0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

C. 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 a provision 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) 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 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.

D. 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 carriers; 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 listed as a named insured on all policies of insurance and certificates thereof.

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020-13**

**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.

Stewart's Electric Motor Works, Inc.

COMPANY NAME


AUTHORIZED SIGNATURE

Rebecca Keogh

NAME (PRINT OR TYPE)

Sales & Service

TITLE

**REQUEST FOR PROPOSALS
UTILITIES MOTOR AND PUMP REPAIR SERVICES
RFP NO. 2020 - 13**

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Stewart's Electric Motor Works, Inc.

Company Name

Authorized Signature

Rebecca Keogh

Print Name

Sales & Service

Title

ADDENDUM NO. 1

August 17, 2020

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: The following additional information is being provided in response to inquiries submitted to the Purchasing Coordinator.

Question 1: What is the budgeted amount for this service?

Answer 1: The annual budgeted for repair and maintenance typically totals approximately \$200,000 for Water and \$120,000 for Wastewater for a total of \$320,000.

Question 2: Is there an itemized motor/pump listing?

Answer 2: No itemized listing of motor and pumps exists. However, Page 8 of 24 of the Bid Specifications provides a detailed overview of the utility facilities, which is intended to provide prospective bidders with an appreciation of the corresponding infrastructure required to operate the system described.

Question 3: Will the city pick one vendor for both pump and motor repair or would you consider dividing the two services between suppliers?

Answer 3: The City plans to select a minimum of two vendors for the services described. Selection will be based upon qualifications, experience, and other factors detailed in the Specifications.

Question 4: The pay item does not include mobilization. Can the Contractor assume they will be compensated at the itemized rate on the bid sheet per google maps from their base, to the requested site, and back to base?

Answer 4: No, the City will not compensate the contractor for mobilization. Page 9 of 24 details the Scope of Work. City forces shall remove equipment, and then load the equipment on the contractor's vehicle for the contractor to transport to and from the contractor's shop for repair. Once the contractor transports the repaired equipment back to the City, then the City shall remove the item from the contractor's vehicle and City forces shall reinstall the equipment.

Question 5: Can the owner give brand, and model numbers for the (19) Well's, (76) Lift Station's, and (4) Booster Stations?

Answer 5: The requested information for brands and models is not available. Multiple styles, brands, sizes and manufacturers for pumps and motors are utilized.

Question 6: Are there any overhead power service's that would need to be removed prior to any of removal of equipment that would prevent the crane from safe working practices? If so will the City be responsible for contacting power company for this portion of work?

Answer 6: Under this contract, City forces anticipates removing and reinstalling pumps and motors, including crane operation and coordination with FPL.

Question 7: Would you please clarify as to the intended focus of this contract?

Answer 7: This RFP primarily focuses on repair and refurbishment of pumps and motors at treatment plants as well as the pumps and motors for equipment at remote pumping stations which utilize High Service Pumps. The work also includes pumps and motors associated with submersible sewage pumping stations, where the City is standardized on Flygt Pumps. *This contract is not intended for work associated with water production wells. Potential bidders are advised that the City is actively planning to advertise a separate contract focusing on Well Repairs and Rehabilitation.*

Question 8: Can you please send me prior bid tabulation with bid unit price breakdowns?

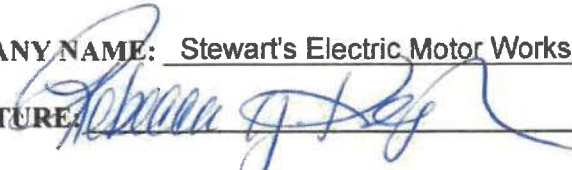
Answer 8: The City has not previously had a contract for these types of services.

In all other respects, except as specifically stated herein, the subject RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES remains unchanged.

THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR BID

COMPANY NAME: Stewart's Electric Motor Works, Inc.

SIGNATURE:



DATE: 09/15/2020

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

The foregoing changes are hereby incorporated into the Bidding Contract Documents for **CITY OF ORMOND BEACH – RFP No. 2020-13 UTILITIES MOTOR AND PUMP REPAIR SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

Stewart's

ELECTRIC MOTOR WORKS, INC.

Stewart's Electric Motor Works Inc.
Established June 1st. 1982
FEIN: 59-2189032

Stewart's Electric Motor Works is located at 8951 Trussway Blvd, Orlando, FL, 32824. Our main telephone number is 407-859-1837 which is also our afterhour's number. We have been in business for 38 years repair electric motors and pump. We are the first in the State of Florida and the 10th in the Country to become PEV (Proven Efficiency Verification) approved by a third party that we have the process and procedures to put a motor back to manufacture specification with no loss to efficiency. We are also an EASA accredited facility one of only two in the State of Florida, as well as many members of our staff have been or currently board members. Stewart's takes great pride in our service to our customers as well as our quality of our work. We continue to perform on-going training for our employees as well as our customers. We encourage you to look at all the EASA accredited members not just a member. Which you can location on this link: www.easa.com. Here is the link to the PEV www.advancedenergy.org/markets/motorsanddrives/

We would like to thank you for the opportunity to be of service to the City of Ormond Beach and look forward to working with you in the future.

Current Point of Contacts:

Mike Stewart ~ President 407-859-1837
Paul Stewart ~ Vice President 407-859-1837
Rebecca Keogh ~ Service & Sales 407-859-1837
Bret McCormick ~ Technical Director, Level II vibration certification
Sam Sanchez ~ Foreman Lead, Level I vibration Certification and alignment
Lori Slife ~ In sides Sales ~ 407-859-1837



June 29, 2020

Troy Howell, Chief Operator
City of Cocoa
Dyal Water Treatment Plant
28400 St. Rd. 520
Christmas, Florida 32709

Dear Mr. Howell,

I am writing on behalf of Stewart's Electric Motor Works Incorporated to provide more information on Advanced Energy's Proven Efficiency Verification Program (PEV). First, I would like to commend the City of Cocoa for requiring evidence of documented quality programs for its motor and pump repair vendors. Motor repair can be done without sacrificing efficiency and this is vitally important not only for energy savings but also for improved reliability as more efficient motors run cooler and under normal operation will last longer. By achieving and maintaining PEV status motor service centers like Stewart's Electric Motor Works demonstrate they have the people, processes, materials, and equipment required to maintain efficiency when they rewind motors. Stewart's is currently the only PEV accredited motor service center in Florida and has maintained their credentials since initial verification in 2012.

Our program has stringent requirements and includes on-site audits of the motor service center and annual before and after repair testing performed in our nationally accredited motor efficiency test lab. Electric motors account for over 50% of all electricity generated in the world which is the main reason Advanced Energy has been working in this field for almost 30 years. Our lab was first in the world to be certified by the National Institute Standards and Technology specifically for motor efficiency testing, in 1997. We work directly with the US Department of Energy, motor manufacturers, motor distributors, OEMs, and motor services centers like Stewart's Electric Motor Works.

We invite you to learn more about our motor and drive team and PEV (bottom of page) here. <https://www.advancedenergy.org/markets/motorsanddrives/>

Thank you for your time and consideration.

Sincerely,

Kitt Butler
Director, Business Development

Stewart's

ELECTRIC MOTOR WORKS, INC.

PLANT EQUIPMENT LIST

Facility:

- 18,000 square foot repair facility Built 1994
- 6,000 square foot expansion in 2015
- Total area devoted to repair 24,000 square foot
- Large bay has a 20-foot high door
- Air Condition winding room
- Self-Contained cleaning area

Bridge Cranes:

- 15 ton with 20-foot hook height, 50 foot span.
- 10 ton with 20-foot hook height, 50 foot span.
- 5 ton with 12-foot hook height, 35 foot span.
- 5 ton with 12-foot hook height, 20 foot span.
- Various 3, 2 and 1 ton jibs, monorails, etc.

Test Center:

- Large Test Center 1500 KW
 - Variable voltage 0 to 7,200 Volts
 - Variable frequency 20 to 65 cycles
 - Capacity 2000 amps @ 460VAC
 - Variable voltage 0-700 DC
- Small Test Center 250KW
 - Step voltages 30, 60, 115, 208, 230, 460
 - Capacity 300 amps

Certified Calibration Program:

- Bench Mark (Traceable to NIST Standards)

Training:

- Ongoing training program for all technicians
 - Webinars
 - Seminars
 - Online courses
- Technical
- Safety

Floor Mounted Test Bed:

- Isolated mounted 13' X 8' test bed,
- Foundation mass over 25 tons

Core Loss Tester:

- Lexseco core loss tester with computer data printout through 5000 HP.

Stripping Ovens:

- Ace high efficiency motor stripping oven 6' X 6' X 6' equipped with water injector and chart recorder system.
- Ace high efficiency motor stripping oven 4' X 4' X 4' equipped with water injector system.

Baking Ovens:

- Steelman baking (curing) oven 10' X 10' X 12' equipped with chart recorder.
- Bayco baking (curing) oven 6' X 6' X 6'
- Steelman baking (curing) oven 4' X 4' X 4'
- Steelman baking (curing) oven 3' X 3' X 3'

Vacuum Pressure Impregnation (VPI):

- Epoxylite 6 foot VPI system with additional 3 foot shaft well, equipped with Epoxy resin.
 - Ranbar U2002 Epoxy resin is stored in a vacuum vessel at 65 degrees Fahrenheit.
- Dip tank 5' X 6' X 7' Epoxy resin.
 - Ranbar U2002 Epoxy resin
- Epoxylite Trickle varnish treatment system Epoxy resin.
 - Star ST-36-2 Epoxy resin.

Winding:

- SAMATIC Auto Winding Machine Model 2680 EXT
- Samatic winding heads AC & DC
- In house computer to verify winding data necessary to insure that your motor will be restored to original factory specifications.
- Air-condition winding room to insure a clean and moisture free environment.
- Baker Surge Tester 12KV, equipment includes Hi-Pot. (Calibrated)
- Phoenix automatic Polar Index (PI) and Megger tester with recorded printout.
- Armature Bandar with pressure gauges.
- Various winding tools and soldering equipment.

Vibration Equipment:

- Computational Systems Incorporated (CSI) 2120 vibration analyzer (portable).
- Computational Systems Incorporated (CSI) 2115 vibration analyzer (portable).
- TPI High Performance Vibration Analyzer
- Digital Cameras

Alignment Equipment:

- Easy Laser System & Vibration Meter
- Easy Laser belt system
- Various calibrated hand held dial indicators and alignment tools

Balancing Equipment:

- Dynamics Research Dynamic Computerized stationary Balancing machine. Machine includes balance capabilities to balance rotating equipment to ANSI, NEMA, EASA, Petrochemical, and many other specifications in several languages. This balancer will swing 90 inches and has the capacity of 22,000 lbs., computer generated printouts provide before & after balanced readings.
- Dyna-Bal Dynamic Balancer, Computerized with printable reports, 72 inch swing with a capacity of 5500 lbs.
- Digital scale 10,000 lb (calibrated)
- CSI Field balancing analyzer.

Machine Shop:

- Lathe with 72-inch swing, 15-foot bed, and 22-ton capacity
- Lathe with 32-inch swing, 10-foot bed
- Lathe with 24-inch swing, 9-foot bed
- Lathe with 12-inch swing, 4-foot bed

3

- Vertical Boring Mill 64 inch swing, 60 inch table
- Vertical Mill 12 inch swing, 52 inch table
- Eutectic Metal spray system
- Electro-plating system
- 200 Ton Horizontal press
- 100 Ton Puller
- 60 Ton Puller
- Other smaller pullers
- Power pack hydraulic
- Various calipers and measuring tools (calibrated)
- Welders – Mig /Tig / All

Meters:

- Fluke Ti110 Thermo imaging (calibrated)
- Oscilloscope
- Meg-Ohm Testers 250-500-1000-2500 (calibrated)
- Various Digital ohmmeters (calibrated)
- Phase Rotation Meter
- National Coil Bar to Bar meter up to 25000HZ
- Hydraulic Lug Crimper (Calibrated)
- SKF- Electrical discharge detector
- Various amp-meters, voltmeters, inferred temperature probes.

Cleaning:

- Mart Parts Washer
- Steam cleaning area (self-contained)
- Mart EQ-1 waste water processing system

Transportation:

- Flat Bed Trailer Capacity 18,000 lbs.
- Flat bed truck Capacity 8,000 lbs.
- Service trucks with 6 Ton Crane
- Delivery truck with 2 Ton Crane
- 5- Various pick up vehicles
- Reliable insured contractors used for hauling large loads

Technical Associates



Board of Certification

Certifies That

Bret McCormick

has successfully completed the requirements for

VIBRATION ANALYST: ISO CATEGORY II

TABofC Certification Program for Vibration Analysts complies with the International Organization for Standardization, ISO 18436-2 Standard, Condition Monitoring and Diagnostics of Machines.

May 26, 2017

Date of Examination

Technical Associates Board of Certification
1230 West Morehead Street, Suite 400
Charlotte, NC 28208
Tel. (704) 333-9011 Fax: (704) 333-1728

17/05/26 7800-926 -06

Certificate Number

May 26, 2021

Expiration Date

James E. Berry, P.E.

James E. Berry, P.E., Certification Manager

Alignment Supplies, Inc.

presents

Certificate of Completion

to

Sam Sanchez

For

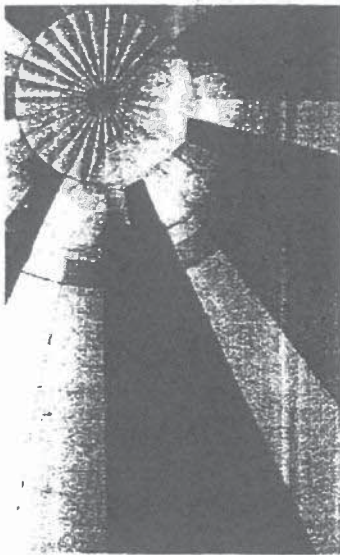
Easy-Laser

Level 1

Shaft Alignment Training Course

Greg Knitz, President

August 26, 2008





COMPLIES WITH
EASA AR100

Stewart's
ELECTRIC MOTOR WORKS, INC.
1-800-729-0271
www.semw.net

Stewart's
ELECTRIC MOTOR WORKS, INC.

WE ARE FLORIDA'S
1ST
EFFICIENCY & RELIABILITY
LEADER

Congratulations Team on your Commitment to Excellence!!

PEV CERTIFIED



PROVEN EFFICIENCY
VERIFICATION

**AN ADVANCED ENERGY
MOTOR RENEWAL PROGRAM**



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Shawn Finley, Public Works Director

Date: December 1, 2020

Subject: Utilities Motor and Pump Repair Services

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request to approve continuing contracts for utilities motor and pump repair services to three contractors, each for an initial term of three years with renewal clauses available for additional years.

Background

On July 28, 2020, the City Commission approved a disposition item to advertise a Request for Proposals (RFP) for utilities motor and pump repair services. On September 16, 2020, six proposals were received. On September 24, 2020, a ranking committee consisting of the Utilities Maintenance Superintendent, the Chief Water Treatment Plant Operator, the Chief Wastewater Treatment Plant Operator, and the Utilities Engineer met and ranked the proposals. The committee collectively and unanimously agreed to recommend award of a contract to three companies that showcased qualifications, experience, and references superior to the other bidders. In accordance with the RFP, it is being recommended that the following three firms be awarded a utilities motor and pump repair services contract:

- Florida Armature Works - Kissimmee, FL
- Ruby Industrial Technologies, LLC (d/b/a Kaman Industrial) - Orlando, FL
- Stewart's Electric Motor Works - Orlando, FL

Discussion

Prequalifying multiple vendors to provide utilities motor and pump repair services ensures that the vendors have the required staffing, qualifications, and experience to complete repairs on mechanical and electrical utilities infrastructure in a timely manner. The competitive bidding process enabled staff to verify that each vendor's proposed unit prices are fair and consistent within the utility industry standards of the Central Florida

region.

As a result, having these vendors under contract serves as an effective management tool to facilitate and expedite repairs. The outcome is improved water, sewer, and reclaimed system reliability.

The term of the contract is for an initial period of three (3) years, followed by an automatic renewal clause for two additional one-year periods.

Budget Impact

There is no direct budget impact associated with this proposal. Work will only be done on an as-needed basis. However, recognizing the routine need for these services, funding is annually allocated for these needs. In FY 2020-21, the funding sources include Water & Wastewater Operating Fund for Water Treatment Plant Repair & Maintenance (\$180,000) and Wastewater Treatment Plant Repair and Maintenance (\$120,000), as well as the Capital Project Fund (Water & Wastewater) entitled "General Facility and System Upgrades" (with a combined budget of \$350,000).

Citizen Impact

Having multiple qualified vendors capable of providing both scheduled and emergency pump and motor repairs reduces the time for pumps to be out of service. Thus, the reliability of utility service is improved providing further benefit to our customer base and protecting the environment. Additionally, soliciting for multiple vendors ensures competitive pricing, and reduces operating costs with improved in-house administrative efficiency.

Recommendation

Staff recommends approval of the continuing contracts to the three companies (Florida Armature Works, Ruby Industrial Technologies (d/b/a Kaman Industrial), and Stewart's Electric Motor Works) for utilities motor and pump repair services.

Attachments:

- 20-184 Motor & Pump As Needed Svcs (P20-0187G) (PDF)
- Florida Armature pump repair (P20-0187G) (PDF)
- Ruby Technologies/Kaman Industrial pump repair (P20-0187G) (PDF)
- Stewarts Electric pump repair (P20-0187G) (PDF)
- 2020-13 RFP Tab Combined (PDF)

REVIEWED BY:


Kelly McGuire, Finance Director 10/12/2020


Claire Whitley, Assistant City Manager 10/27/2020

APPROVED BY:


Joyce A. Shanahan, City Manager 11/25/2020



**City of Ormond Beach
RFP TABULATION
Utilities Motor and Pump Repair Services
RFP No. 2020-13**

RFP Opening Date: September 16, 2020

Time: 2:00 P.M.

The Following Companies Submitted Proposals:

STEWART'S ELECTRIC MOTOR

KAMAN INDUSTRIAL TECHNOLOGIES

MOLINE ELECTRIC MOTOR & MACHINE INC

FLORIDA ARMATURE WORKS

TAW ORLANDO SERVICE CENTER

PADGETT SWANN MACHINERY

Opened By:

Robert Schottie

Title:

Purchasing Coordinator

Tabulated By:

Roger Smith

Title:

Utilities Engineer



**RFP Tabulation
Summary**

Project: 2020-13 Utilities Motor and Pump Repair Services

Date & Time: 9/16/2020 at 2:00 PM

Firm
Stewart's Electric Motor
Kaman Industrial Technologies
Moline Electric Motor & Machine Inc.
Florida Armature Works
TAW Orlando Services
Padgett Swann Machinery

Robert Schattie
Purchasing Coordinator



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works		
Subject:	Aquatic Weed Control		
Summary:	Chuck Robinson has performed aquatic weed control maintenance and ditch cleaning services for the City since 2014. Chuck Robinson has provided an excellent level of service with their promptness to mobilize, knowledge of all applicable City policies and procedures, knowledge of State and Federal guidelines, availability and type of equipment required, and expertise in aquatic weed control maintenance and ditch cleaning. The initial three-year contract expired Nov 11, 2022 and was renewed for one year on Dec 6, 2022. The contract allows for two one-year additional renewals. The City and Chuck Robinson have mutually agreed to renew for the final 1 year period. Utilizing properly licensed operators, the Contractor is responsible for the dredging and clearing of ponds, canals, ditches and lakes of excessive vegetation and/or accumulated sediments. The Contractor obtains all permits and pays all required fees to regulatory agencies having jurisdiction over the proposed work and is responsible for obtaining right-of entry and/or temporary use permits from property owners as necessary. The Contractor also performs all required sediment and erosion control measures within City, County and State requirements.		
Financial Impact:	Fiscal Year 2023-24 budget contains \$120,000 within Fund 107-Stormwater for aquatic weed control maintenance and ditch cleaning services.		
Citizen Impact:	Aquatic weed control maintenance and ditch cleaning services provide necessary cleaning and reshaping of stormwater conveyance methods throughout the City and flood mitigation for all residents.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the final one year contract renewal for aquatic weed control and ditch cleaning services with Chuck Robinson Concrete and Bobcat, Inc.	
Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. RES 2019-189 (Res Only)	
Approval:	Kelly McGuire, Finance Director	11/3/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/29/2023

RESOLUTION NO. 2019-189

A RESOLUTION ACCEPTING THE PROPOSAL OF CHUCK ROBINSON CONCRETE AND BOB CAT SERVICE, INC., REGARDING AQUATIC WEED CONTROL MAINTENANCE AND DITCH CLEANING SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for aquatic weed control maintenance and ditch cleaning services (the Project) (RFP No. 2019-35), in accordance with Section 2-300(b), *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the only proposal received and determined that the most advantageous proposal is the proposal submitted by Chuck Robinson Concrete and Bob Cat Service, Inc. to provide aquatic weed control maintenance and ditch cleaning services (a copy of said proposal being incorporated in the contract which is attached hereto and incorporated herein by reference), and

WHEREAS, based on the foregoing, the City's professional staff recommends that the City Commission accept the proposal of Chuck Robinson Concrete and Bob Cat Service, Inc. at a cost not to exceed \$270,000.00 for the initial three-year term plus two possible renewal periods of \$90,000.00 per year for a total of \$450,000.00 over a five-year period, and

WHEREAS, the City Manager has certified that the money for the payment of the Project has been appropriated to the credit of the Stormwater Fund (107) and has not been appropriated for any other purpose, now therefore

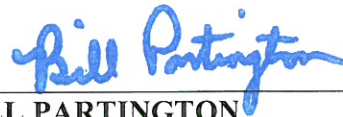
BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The proposal of Chuck Robinson Concrete and Bob Cat Service, Inc. to provide aquatic weed control maintenance and ditch cleaning for the City is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and Chuck Robinson Concrete and Bob Cat Service, Inc. for the Project at a cost not to exceed \$270,000.00 for the initial three-year term (plus two possible annual renewals of \$90,000.00 each) and to pay the cost thereof from the Stormwater Fund.

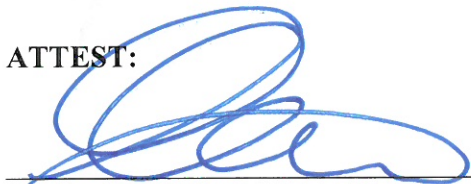
SECTION THREE. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 15th day of October, 2019.



BILL PARTINGTON
Mayor

ATTEST:



COLBY CILENTO
City Clerk

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Chuck Robinson Concrete and Bob Cat Service, Inc.** ("Contractor"), 1818 Ronda Lane, Pierson, FL 32180, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Request for Proposal (RFP 2019-35, "Aquatic Weed Control Maintenance and Ditch Cleaning Services") dated September 9, 2019, attached hereto as Exhibit "A", and Contractor's Proposal, attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.

A. Authorization for Services.

1. Prior to authorization for professional services by Contractor:
 - (a) City and Contractor shall develop a well-defined project description and complete understanding of the scope of services to be provided.
 - (b) Contractor shall provide City with a detailed proposal that provides the total estimated cost for each phase of services based on the prices set forth in the attached exhibits. If the proposal is accepted by City, the City shall issue and execute a written Work Authorization to be signed by Contractor.
2. Each Work Authorization shall contain:
 - (a) The project description.
 - (b) The scope of work. The scope of work shall be attached and incorporated into the Work Authorization. It shall describe the services to be performed for each phase of work.
 - (c) The dates for commencement and completion of work.

The Work Authorizations will be issued under and shall incorporate the terms of this Agreement. City makes no covenant or promise as to the number of available projects or that Contractor will perform any project for City during the life of this Agreement. City reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by City to be in the best interest of City to do so.

2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years with two (2) automatic one-year renewal options unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.** Contractor shall provide the equipment and perform the services at the prices set forth on the attached exhibits. Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. All such invoices shall be paid by the City within thirty (30) days.

4. **Delivery.** Contractor shall complete the project within the time frame set forth on the attached exhibits.
5. **Termination of Agreement.**
 - (a) The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due; or for a material breach of this agreement that remains uncured for at least thirty days after prior written receipt of a notice of violation of same.
 - (b) This Agreement may not be terminated by the Contractor.
6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibits attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

**Chuck Robinson Concrete and
Bob Cat Service, Inc.**
Charles P. Robinson, Owner
1818 Ronda Lane
Pierson, FL 32180

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors
9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)

12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit

\$25,001 - \$250,000
\$250,001 and over

\$500,000 Combined Single Limit
\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.

- (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.

(f) **Policies of Insurance**

1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.
21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations.
22. **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:

**COLBY J. CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

23. **Limitation of Remedy and Liability.** Contractor and Owner expressly waive any claim for consequential damages against the other including but not limited to, a waiver of claims for diminished bonding capacity, loss of financing, loss of business reputation, lost profits on other projects or other lost opportunity damage claims.

Contractor expressly agrees that any claim (tort, contract, claim in equity, or otherwise) by Contractor for damages against Owner shall not exceed the total amount of the contract price, less any amounts actually paid to the Contractor by the Owner (or by an insurer of the Owner).

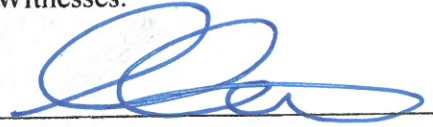
All liability of the City allegedly resulting from, arising out of or connected with this Agreement or from the performance or breach thereof, shall terminate three years from the execution of this Agreement.

24. **Waiver of Right to Jury Trial.** 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.
25. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

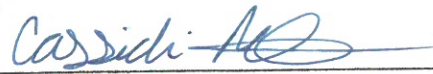
IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 15 day of OCTOBER, 2019.

Witnesses:

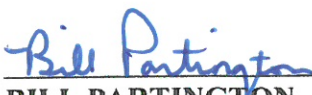


Print Name: CORBY CIENTO



Print Name: Cassidy Ritz

CITY OF ORMOND BEACH

By: 

BILL PARTINGTON
Mayor

By: 

JOYCE SHAHAN
City Manager

DATED this 9th day of October, 2019.

Witnesses:

Holly Sams
Print Name: Holly Sams

Michelle Payne
Print Name: Michelle Payne

**CHUCK ROBINSON CONCRETE
AND BOB CAT SERVICE, INC.**

By: Charles P Robinson
Print Name: Charles P Robinson
Title: Owner

Attest: Secretary - Eileen Sams
Print Name: Eileen Sams
Title: Secretary



City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3374

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Aquatic Weed Control Maintenance and Ditch Cleaning Services

RFP NUMBER: 2019-35

RFP OPENING DATE & TIME: September 11, 2019 at 2:00 P.M.

RFP OPENING LOCATION: 2nd Floor City Hall Conference Room

PRE-SUBMITTAL MEETING: N/A

Submittals Received After The Above Date And Time Will Not Be Accepted.

PROPOSER'S NAME: Chuck Robinson Concrete & Bob Cat, Inc.

PROPOSER'S MAILING ADDRESS: 1818 Ronda Lane Pierson, FL 3218

CITY-STATE-ZIP: Pierson, FL 32180

F.E.I.N.: 760 747100

PHONE NUMBER: 386-527-0940

EMAIL: AllAquatic@aol.com

If returning as a "No Submittal", please state reason (s): _____

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal for the same materials, services, supplies, or equipment, and is in all respects fair and made without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this RFP for the Proposer. In submitting a RFP to the City of Ormond Beach, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, assign or transfer to the City of Ormond Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Ormond Beach. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

X Charles P. Robinson
AUTHORIZED SIGNATURE (MANUAL)

Charles P. Robinson
NAME (TYPED)

Owner
TITLE
9/9/19
DATED

GENERAL CONDITIONS

PUBLIC ENTITY CRIMES: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS. The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 30 days after bid opening, whichever occurs first. Section 119.071, F.S.

DISTRIBUTION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) to distribute its bids and RFP's on-line on the Internet. If you have received a copy of this RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the RFP or any related addendums.

SUBMISSION OF RESPONSES: All Submittals shall be delivered in a sealed envelope. The Request for Proposals (RFP) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope (and on the outside of any express shipping package). The delivery of said submittal to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Submitter. Any submittal received by the Purchasing Office after the specified date and time will not be accepted. Submittals must be presented on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Submittals will not be considered. No Submittal may be modified after opening. No Submittal may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

EXECUTION OF SUBMITTAL: Submittals must contain a manual signature of authorized representative in the space(s) provided. Submittals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Submitter to any Submittal entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.N.) number shall appear in the space(s) provided.

RFP OPENING: Submittals shall be opened and the name of the submitters shall be read publicly. No discussion of the Submittals will occur at this time.

SUBMITTAL TABULATION: Any submitter wishing to receive a copy of the tabulation is required to enclose a stamped, self-addressed envelope with their Submittal response.

CLARIFICATION/CORRECTION OF RFP ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Submittal will be furnished in writing to all prospective Submitters. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The Vendor/Contractor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, local laws, rules and regulations required to perform work in accordance with the specifications.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Submittals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

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

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

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

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

PATENTS AND ROYALTIES: The Contractor, without exception, shall indemnify and save harmless the City of Ormond Beach and its employees from liability of any kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or

article manufactured or used in the performance of the contract, including its use by the City of Ormond Beach. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the Submittal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

AWARDS: The CITY reserves the right, in its sole discretion, as the best interest of the CITY may require, to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or with one or more vendors, contractors, consultants or specialists; or to reject any and all Submittals or waive any minor irregularity or technicality in the Submittals received.

OTHER AGENCIES: All Bidder(s) awarded contracts from this bid or proposal may, permit any municipality or other government agency to participate in the contract under the same prices, terms, and conditions, if agreed to by both parties.

It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency: nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase orders to the awarded bidder(s).

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

Contractor expressly agrees that it shall comply with the public records law provided in Florida Statutes, Chapter 119, and specifically to:

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

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

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

**COLBY CILENTO, CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175.
(386)676-3297
COLBY.CILENTO@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, and Drug Free Workplace Certificate.

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Aquatic Weed Control Maintenance and Ditch Cleaning Services

II. SCOPE OF SERVICES

The scope of work includes general aquatic maintenance activities within stormwater ponds, canals, ditches and/or lakes. The work covered in this proposal shall consist of furnishing all labor, materials, and equipment necessary to perform the noted aquatic maintenance activities.

III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) one year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

The Contractor shall be responsible for the herbicide spraying and/or mechanical removal and disposal of exotic/nuisance species as defined by the Florida Exotic Pest Plant Council's list of invasive species (latest edition) or as directed by City staff. The Contractor shall provide proof of certified herbicide applicators if task is to include algaecide applications and/or herbicide spraying of exotic/nuisance species. The Contractor shall notify in advance posting of chemical treatments to specific lake associations as directed by City staff. An inspection status report form shall be completed upon each treatment. The form shall be provided by the City and submitted by the Contractor to the City with invoices.

The Contractor shall be responsible for the dredging and clearing of ponds, canals, ditches and lakes of excessive vegetation and/or accumulated sediments. The Contractor shall provide proof of appropriate operator's licenses and project work experience. The Contractor shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over the proposed work. The Contractor shall be responsible for obtaining right-of entry and/or temporary use permits from property owners as necessary to accommodate treatments and/or temporary storage areas during mechanical harvesting or dredging. The Contractor shall be responsible for all required temporary and permanent sediment and erosion control measures. The site shall maintain compliance with City, County and State erosion control requirements. On completion of the work, evidence satisfactory to the City shall be furnished to the City to show that all work has been performed in accordance with the appropriate regulatory requirements and scope of work. At any time during the proposed work, the City or its agent may visit the site to observe work underway. Should the materials and/or workmanship not meet the City standards specified and agreed upon at the start of work, the Contractor shall timely correct the problem to the standards of the City at Contractor's expense. Disposal of all removed spoil, dredge or exotic plant material shall be the responsibility of the Contractor. Disposal shall be in an approved location. During and upon completion of the project the Contractor shall keep the project site clean. All damaged or altered existing structures resulting from the work shall be corrected. When or where direct or indirect

injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.

V. PROPOSAL PROCESS

The firm or individual(s) interested in this contract should include a response to each of the following items in their written proposal:

A. Background of firm:

The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:
The Proposer shall include qualifications and past performance of the firm/individual(s) who will provide the services, including resumes. The submission must include:

A. List three (3) references for which your company provided similar services as requested in this RFP. List the names of the client (name, address, telephone number, fax numbers and project title. The list should include brief description of similar work satisfactorily completed, including location, dates of contracts, names and addresses of clients/owners, and contact person.

B. List of personnel, by name and title, contemplated to perform the work for each position described. Include statement of credentials, education, experience, certifications, licenses and all pertinent information to demonstrate capabilities.

B. Experience:

Proposer shall explain the Scope of Services as understood by the Proposer, detail the approach and activities to be undertaken in providing the requested delivery, installation and servicing of requested equipment. The proposal shall include the following information:

A. Technical Plan. This shall include an explanation of the work procedures and processing system and resources to be utilized.

B. Explanation of the Proposer's approach plan to support the needs and objectives of the procurement as set forth in this RFP and the *Scope of Services*.

C. List of available in-house equipment and list of out sourced equipment.

C. Fees:

Dredging and Bank Clearing - (assume min. 3 hours on-site)

Track Excavator with a long boom Per Hour

All-Terrain Excavator (ex. Menzi Muck or Kaiser Spyder) Per Hour

Dump Truck (15 cu. Yd.) Per Hour

Bush Hog or equivalent mowing attachment Per Hour

Amphibious Excavator Per Hour

Aquatic Weed Harvesting

Aquatic Weed Harvester Per Hour

Mobilization Fee: (One lump sum charge per job) Per Job

Disposal Fee (Load ticket required for ea load, specifying yards) Cubic Yd

Replace/Restore Sod (as needed) Sq. Yd.

VI. PROPOSAL SUBMITTAL

Please check the contents of your RFP package carefully to ensure that you have in your possession all the necessary documents, as referenced within this RFP, including any addenda. If you are missing any items, please contact the City's Purchasing Coordinator at 386-676-3223, or by e-mail at: robert.schattie@ormondbeach.org.

Submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of the terms and conditions set forth herein. Portions of this RFP and the contents of the proposal submitted by the successful proposer may become contractual obligations if an Agreement is awarded. Failure of the successful proposer to accept these obligations may result in cancellation of the award of contract.

The City reserves the right to withdraw this RFP at any time without prior notice. All proposals submitted in response to this RFP become the property of the City of Ormond Beach.

Deadline for Submission: To be considered, proposals must be received no later than 2:00 p.m., September 11, 2019.

Inquiries: Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until **September 4 at 4 P.M.** 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:

Robert Schattie
City of Ormond Beach
22 South Beach Street
Ormond Beach, Florida 32174
Telephone: (386) 676-3223
FAX: (386) 676-3374
robert.schattie@ormondbeach.org

Signature Requirements: Proposals must be signed by a duly authorized official(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: The City of must receive one (1) unbound original plus one (1) electronic copy on compact disk (CD) or flash drive of the proposal no later than the date and time specified above. Submit proposals to: Robert Schattie, Purchasing Coordinator, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. The RFP title and number shall be plainly marked on the outside of the delivery envelope or package. It is solely the responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late proposals will not be accepted.

Addenda and Supplements to the Request for Proposals (RFP): In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.

Rejection Rights: The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.

Cost of Proposal Preparation: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.

Proposals to be in Effect: Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

VII. EVALUATION PROCESS AND CRITERIA

The City of Ormond Beach will conduct an evaluation of all proposals, submitted by the deadline, to determine compliance with proposal requirements and mandatory document submissions. The committee will consist of the Public Works Director, Public Works Operations Manager, and Stormwater Supervisor. The committee will evaluate proposals and select the Proposer that meets the best interests of the City, and will make a recommendation of Award of Contract to the City Commission.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;

- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right

The City shall be the sole judge of the proposer's qualifications.

Evaluation Criteria:

For the purposes of further evaluation, the responsive proposals will be evaluated on, but shall not be limited to, consideration of the following criteria:

Qualifications and Experience (40 points)

References (30 points)

Price (30 points)

Responsive proposals will be ranked in each of the criteria

VIII. EXHIBITS

The following exhibits are provided to assist firms with preparing proposals:

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDOR'S doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).
Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).
Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

EXHIBIT A Risk Management and Insurance Requirements

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or his 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 the following, or substantially similar, provisions:

1. Hold Harmless

(a) General

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Professional Services Contracts

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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 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 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate * \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate *

\$1 Million Aggregate Products &
Completed Operations
\$ 50,000 Fire Damage (any one fire)

\$3,000,001 & over 20% of the Value of the Contract [Minimum
\$1 Million Each Occurrence/\$2 Million
General Aggregate]

* 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 for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

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

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

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

**City of Ormond Beach
Request for Proposals (RFP)
Aquatic Weed Control Maintenance and Ditch Cleaning Services
(RFP No. 2019-35)**

RFP RESPONSE FORM

THIS RESPONSE IS SUBMITTED TO:

Purchasing Coordinator
City of Ormond Beach
22 S. Beach Street
Ormond Beach, Florida 32174

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

SUBMITTER accepts all of the terms and conditions of the General Conditions. SUBMITTER will sign the Contract) and submit the Contract security (when applicable) and other documents required by the Contract Documents within ten (10) days after the date of CITY's Notice of Award.

In submitting this information, SUBMITTER represents, as more fully set forth in the Agreement, that:

SUBMITTER has examined copies of all the RFP Documents and of the following Addenda:

Addendum Date

Addendum Number

Receipt of all of which is hereby acknowledged.

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

over any other Bidder or over the CITY.

THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Chuck Robinson Concrete & Bob Cat, Inc.

VENDOR/CONTRACTOR LICENSE NUMBER: Vendor # 388

ADDRESS: 1818 Ronda lane
Pierson, Fl. 32180

PHONE NO.: 386-527-0940 EMAIL: Chuckrobinsonconcrete@gmail.com

SUBMITTER'S NAME: Charles P. Robinson
(Typed or Printed in Ink)

TITLE: Owner

AUTHORIZED SIGNATURE: I, Charles P Robinson hereby
(Original signature required in each document)

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

The CITY reserves the right to reject any and all Submittals, to waive informalities, and to accept any Submittal or parts thereof as the CITY, in its sole discretion, determines to be in the best interest of the CITY.

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

**City of Ormond Beach
Request for Proposals (RFP)
Aquatic Weed Control Maintenance and Ditch Cleaning Services
(RFP No. 2019-35)
CITY OF ORMOND BEACH, FLORIDA**

**CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT**

- ☒ 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.

- ☒ 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.

Chuck Robinson Concrete and Bob Cat Inc.
COMPANY NAME

Charles P. Robinson
AUTHORIZED SIGNATURE

Charles P. Robinson
NAME (PRINT OR TYPE)

owner
TITLE

9-9-19
DATE

City of Ormond Beach
Request for Proposals (RFP)
Aquatic Weed Control Maintenance and Ditch Cleaning Services
(RFP No. 2019-35)
CITY OF ORMOND BEACH, FLORIDA
DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" SUBMITTALS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal in respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.
- 3) Give each employee that engages in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Chuck Robinson Concrete & Bob Cat
Company Name
Charles P. Robinson
Authorized Signature
Charles P. Robinson
Print Name
Owner
Title

ADDENDUM NO. 1

August 14, 2019

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 RFP 2019-35 **Aquatic Weed Control Maintenance and Ditch Cleaning Services**

NOTE: This addendum consists of the following documents. It is the Contractor's responsibility to ensure that all documents have been downloaded and reviewed prior to submitting bids on the work.

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

The Project Manual shall be amended as follows:

Item 1: Page 6-Minimum Qualifications

1. Delete the entire section and substitute with Page 6R of 21 which is attached and made part of this addendum.

Question: 1. Will information be provided to quote for Herbicide Treatments? (volume, area, Species)

Answer: Herbicide Treatments have been deleted from the scope of work.

Question: 2. Will there be locations or GIS maps uploaded of the sites needing service?

Answer: Yes, a pdf. file will be available with ditch locations and upon request a paper copy will be provided

In all other respects, except as specifically stated herein, the subject RFP 2019-35 Aquatic Weed Control Maintenance and Ditch Cleaning Services remains unchanged.

THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR BID

COMPANY NAME: Chuck Robinson Concrete, Inc.
SIGNATURE: Chuck P. Robinson DATE: 9/24/19

The foregoing changes are hereby incorporated into the Bidding Contract Documents for CITY OF ORMOND BEACH- RFP 2019-35 AQUATIC WEED CONTROL MAINTENANCE AND DITCH CLEANING SERVICES, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

I. OBJECTIVE OF THE REQUEST FOR PROPOSALS

Aquatic Weed Control Maintenance and Ditch Cleaning Services

II. SCOPE OF SERVICES

The scope of work includes general aquatic maintenance activities within stormwater ponds, canals, ditches and/or lakes. The work covered in this proposal shall consist of furnishing all labor, materials, and equipment necessary to perform the noted aquatic maintenance activities.

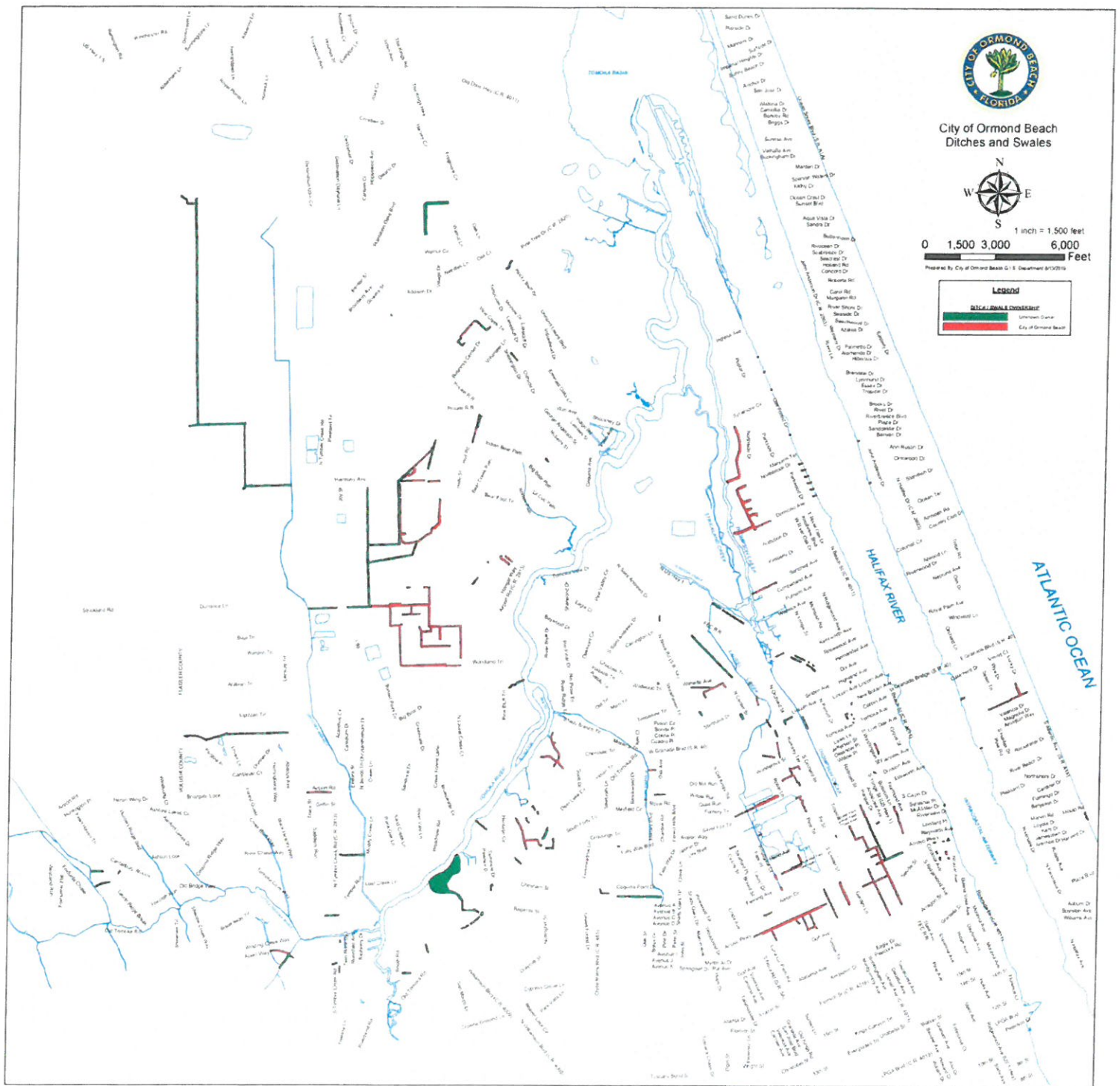
III. TERM OF AGREEMENT

The initial term of this agreement shall be for a period of three (3) years and will be automatically renewed for two (2) one year periods thereafter unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the agreement.

IV. MINIMUM QUALIFICATIONS

To be considered by the City, proposing firm must:

The Contractor shall be responsible for the dredging and clearing of ponds, canals, ditches and lakes of excessive vegetation and/or accumulated sediments. The Contractor shall provide proof of appropriate operator's licenses and project work experience. The Contractor shall obtain all permits and pay all required fees to any regulatory agency having jurisdiction over the proposed work. The Contractor shall be responsible for obtaining right-of entry and/or temporary use permits from property owners as necessary to accommodate treatments and/or temporary storage areas during mechanical harvesting or dredging. The Contractor shall be responsible for all required temporary and permanent sediment and erosion control measures. The site shall maintain compliance with City, County and State erosion control requirements. On completion of the work, evidence satisfactory to the City shall be furnished to the City to show that all work has been performed in accordance with the appropriate regulatory requirements and scope of work. At any time during the proposed work, the City or its agent may visit the site to observe work underway. Should the materials and/or workmanship not meet the City standards specified and agreed upon at the start of work, the Contractor shall timely correct the problem to the standards of the City at Contractor's expense. Disposal of all removed spoil, dredge or exotic plant material shall be the responsibility of the Contractor. Disposal shall be in an approved location. During and upon completion of the project the Contractor shall keep the project site clean. All damaged or altered existing structures resulting from the work shall be corrected. When or where direct or indirect injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, or inconsequence of the non-execution thereof by the Contractor, the Contractor shall restore, at Contractor's expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, replanting, or otherwise restoring as may be directed, or Contractor shall make good such damage or injury in an acceptable manner.



City of Ormond Beach

RFP 2019-35

22 South Beach Street

Ormond Beach, Florida 32177

Term Contract Aquatic Weed Control Maintenance and Ditch Cleaning

Section (1)

Required Submittals

Submitted By;

CHUCK ROBINSON CONCRETE AND BOB CAT SERVICES, INC.

(AKA) ALL AQUATIC MAINTENANCE

1818 RONDA LANE

PIERSON, FL. 32180

386-527-0940

CHUCKROBINSONCONCRETE@GMAIL.COM

ALLAQUATICFL.COM

State of Florida

Department of State

I certify from the records of this office that CHUCK ROBINSON CONCRETE AND BOB CAT SERVICE, INC. is a corporation organized under the laws of the State of Florida, filed on November 21, 2003.

The document number of this corporation is P03000138249.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 24, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Ninth day of September, 2019*



Randy R. ...
Secretary of State

Tracking Number: 4272804936CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/19/2019

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

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

PRODUCER Insurance Land (Deland) 120 N. Woodland Blvd. Deland FL 32720	CONTACT NAME: Silvia Gomez PHONE (A/C, No, Ext): (386) 734-5111 E-MAIL ADDRESS: sgomez@insuranceland.org FAX (A/C, No): (386) 734-5162 INSURER(S) AFFORDING COVERAGE INSURER A: MT. Hawley Insurance Company INSURER B: PROGRESSIVE EXPRESS INS COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #
INSURED Chuck Robinson Concrete & Bobcat Service 1818 Ronda Lane Pierson FL 32180		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER		GGL0008421	04/28/2019	04/28/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		03311941-4	10/07/2018	10/07/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE ☐ OTH-ER ☐ E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

92215 Driveway, parking area or sidewalk- paving or repaving. 94007 Excavation. 95410 Grading of land
1995 Intl 810 1HSHBATN2SH653032
2003 Dodge Ram 1500 1D7HU16D83J643773
2019 Chevrolet Silverado C2500 1GC1KTEY2KF213675
Certificate holder is as additional insured in regards to the general liability policy and commercial auto policies.

CERTIFICATE HOLDER**CANCELLATION**

City of Ormond Beach 22 S Beach St Ormond Beach FL 32174	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Evelyn Ramirez</i>
---	--

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/9/2019

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

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

PRODUCER
Sihle Insurance Group, Inc.
1021 Douglas Ave.
Altamonte Springs FL 32714

CONTACT NAME: Kymberly Group

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: State National Insurance Company, Inc.

12831

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED
Kymberly Group Payroll Solutions Inc.
2200 Hillcrest Street
Orlando FL 32803

KYMGR0-01

COVERAGES

CERTIFICATE NUMBER: 271918311

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE
	☐ CLAIMS-MADE ☐ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE
	☐ POLICY ☐ PRO-JECT ☐ LOC					PRODUCTS - COMP/OP AGG
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO					BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB					EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE
	DED RETENTION S					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TGW900096400	1/1/2019	1/1/2020	X PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Alternate Employer, Chuck Robinson Concrete & Bobcat, Inc. is provided Workers Compensation coverage effective 10/16/18 only for employees leased from Kymberly Group Payroll Solutions, Inc. Pursuant to the client services agreement between Chuck Robinson Concrete & Bobcat, Inc. and Kymberly Group Payroll Solutions, Inc.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Cheryl A. Noble

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Charles P. Robinson	
	2 Business name/disregarded entity name, if different from above Chuck Robinson Concrete and Bob Cat Services, Inc. (AKA) All Aquatic Maintenance	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 1818 Ronda Lane	Requester's name and address (optional) City of Ormond Beach 22 South Beach Street Ormond Beach, FL 32174
	6 City, state, and ZIP code Pierson, FL 32180	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
OR								
Employer identification number								
7	6		-	0	7	4	7	1 0 0

Part II Certification

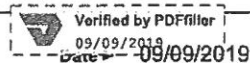
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶ *Charles P. Robinson*



General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What Is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

Chuck Robinson Concrete and Bob Cat Services, Inc.

AKA All Aquatic Maintenance

1818 Ronda Lane

Pierson, Fl. 32180

September 9, 2019

Attn: Purchasing and Contracts Division

Ormond Beach Florida

RFP# - 2019-35

To: Whom It May Concern:

There have been no regulatory and/or License sanctions against Chuck Robinson Concrete and Bob Cat Services, Inc. (AKA) All Aquatic Maintenance.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles P. Robinson".

Charles P. Robinson

9/9/2019

Chuck Robinson Concrete and Bob Cat Services, Inc.

AKA All Aquatic Maintenance

1818 Ronda Lane

Pierson, Fl. 32180

September 9, 2019

Attn: Purchasing and Contracts Division

Ormond Beach Florida

RFP# - 2019-35

To: Whom It May Concern:

There have been no litigation involving Chuck Robinson Concrete and Bab Cat Services, Inc. (AKA)

All Aquatic Maintenance or Charles P. Robinson

Sincerely,

A handwritten signature in blue ink that reads "Charles P. Robinson". The signature is fluid and cursive, with the first name "Charles" being the most prominent.

Charles P. Robinson

9/9/2019

City of Ormond Beach
RFP 2019-35
22 South Beach Street
Ormond Beach, Florida 32177
Term Contract Aquatic Weed Control Maintenance and Ditch Cleaning

Section (2)
QUALIFICATIONS AND PAST PERFORMANCE

Submitted By;
CHUCK ROBINSON CONCRETE AND BOB CAT SERVICES, INC.
(AKA) ALL AQUATIC MAINTENANCE
1818 RONDA LANE
PIERSON, FL. 32180
386-527-0940
CHUCKROBINSONCONCRETE@GMAIL.COM
ALLAQUATICFL.COM

Chuck Robinson Concrete and Bob Cat Services, Inc.

(AKA) All Aquatic Maintenance

RFP 2019-35

Reference's : Additional References available upon request.

1. Seminole County Florida

Public Works Department Storm Water Division

Contact: Gloria Eby

Phone : 407-687-0220

Aquatic weed harvesting, excavation, clean up and maintenance of ponds, ditches, canals, lakes and coves. Storm Water maintenance and debris removal. Various locations throughout Seminole County Florida. Contract from 2014-Present.

2. City of Maitland, Florida

Contact: Michael Oliver

Phone: 407-585-1400

Cleaning of ditch lines and canals. Extension of Canals. Debris removal. Various locations in the City of Maitland. 2014-Present.

3. City of Palm Coast

Contact: Author Stronjy

Phone: 386-569-9456

Cleaning of ditch lines and canals. Extension of Canals. Debris removal. Various locations in the City of Maitland. 2019-Present

Chuck Robinson Concrete and Bob Cat Services, Inc.

AKA All Aquatic Maintenance

1818 Ronda Lane

Pierson, Fl. 32180

September 9, 2019

Attn: Purchasing and Contracts Division

Ormond Beach Florida

RFP# - 2019-35

To: Whom It May Concern:

Charles P. Robinson

Position: Owner

Over 15 years excavating on heavy equipment, 10 years on amphibious excavating equipment, aquatic weed harvesters and Kaiser Spyder's.

Charles Hastings

Position: Operator

Experience: Over 30 years, experience on heavy equipment, and 20 years on amphibious excavating equipment, aquatic weed harvesters and Kaiser Spyder's. CDL Licensed.

Sincerely,



Charles P. Robinson

9/9/2019

City of Ormond Beach
RFP 2019-35
22 South Beach Street
Ormond Beach, Florida 32177
Term Contract Aquatic Weed Control Maintenance and Ditch Cleaning

Section (3)
TECHNICAL PLAN

Submitted By;
CHUCK ROBINSON CONCRETE AND BOB CAT SERVICES, INC.
(AKA) ALL AQUATIC MAINTENANCE
1818 RONDA LANE
PIERSON, FL. 32180
386-527-0940
CHUCKROBINSONCONCRETE@GMAIL.COM
ALLAQUATICFL.COM

Chuck Robinson Concrete and Bob Cat Services, Inc.

AKA All Aquatic Maintenance

1818 Ronda Lane

Pierson, Fl. 32180

September 9, 2019

Attn: Purchasing and Contracts Division

Ormond Beach Florida

RFP# - 2019-35

To: Whom It May Concern:

Chuck Robinson Concrete specializes in aquatic excavation and Storm Water Maintenance. We have over 25 years, experience on projects similar, to the scope of services set forth in the RFP.

We can and will provide the needed manpower, equipment and any other necessary resources to complete the work involved in this proposal in a timely and professional manner. This contract will take top-priority upon acceptance.

We feel our track record, extensive knowledge of specialized equipment we utilize combined with our environmentally cautious approach will provide Ormond Beach Florida with cost effective, yet above average results,

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles P. Robinson", with a stylized flourish at the end.

Charles P. Robinson

9/9/2019

Chuck Robinson Concrete and Bob Cat Services, Inc.

AKA All Aquatic Maintenance

1818 Ronda Lane

Pierson, Fl. 32180

September 9, 2019

Attn: Purchasing and Contracts Division

Ormond Beach Florida

RFP# - 2019-35

To: Whom It May Concern:

We are prepared to handle any situation within the scope of work with a variety of specialized equipment and man power. Please see our list of equipment/attachments. We will deliver and maintain our equipment on-site as needed to complete the scope of work.

Our employees are extensively experienced in aquatic weed harvesting, aquatic excavation, ditch cleaning, hauling and general excavation. We will transport all employees to and from the site(s). We feel we are more than qualified and have proven to be professional, efficient, environmentally cautious and timely.

Sincerely,

A handwritten signature in blue ink, appearing to read "Charles P. Robinson", written over a horizontal line.

Charles P. Robinson

9/9/2019

City of Ormond Beach
RFP 2019-35
22 South Beach Street
Ormond Beach, Florida 32177
Term Contract Aquatic Weed Control Maintenance and Ditch Cleaning

Section (4)
PRICE PROPOSAL

Submitted By;
CHUCK ROBINSON CONCRETE AND BOB CAT SERVICES, INC.
(AKA) ALL AQUATIC MAINTENANCE
1818 RONDA LANE
PIERSON, FL. 32180
386-527-0940
CHUCKROBINSONCONCRETE@GMAIL.COM
ALLAQUATICFL.COM

Chuck Robinson Concrete and Bob Cat Services, Inc.

RFP-2019-35

Equipment Price List

Activity	Unit	Est. Quantity	Unit Price	Total Cost
Menzi Muck/Kaiser Spyder	1 Hour	300	\$138.00	\$41,400.00
Dump Truck	1 Hour	300	\$100.00	\$30,000.00
Aquatic Weed Harvester	1 Hour	300	\$120.00	\$36,000.00
Posi Track excavator/Bob Cat	1 Hour	300	\$100.00	\$30,000.00
1500 Morooka Hauler	1 Hour	300	\$140.00	\$42,000.00
800 Morooka Hauler	1 Hour	300	\$120.00	\$36,000.00
Floating Hoe	1 Hour	300	\$250.00	\$75,000.00
	Per each piece of			
Mobilization for all equipment excluding floating hoe	equipment	1	\$250.00	
Mobilization for floating hoe including escorts est 2 hour	per hour	1	\$450.00	

Chuck Robinson Concrete and Bob Cat, Inc.

1818 Ronda Lane

Pierson, Fl. 32180

386-527-0940

September 9, 2019

Equipment List:

ASU Posi Track

Kaiser Spider

Kaiser Spider

Kaiser Spider

Kaiser Spider

Kaiser Spider

Kaiser Spider

Kaiser Spider 4x4

Bull Dozer

Aquatic Weed Harvester

Morooka Track Dump Truck 800

Morooka Track Dump Truck 800

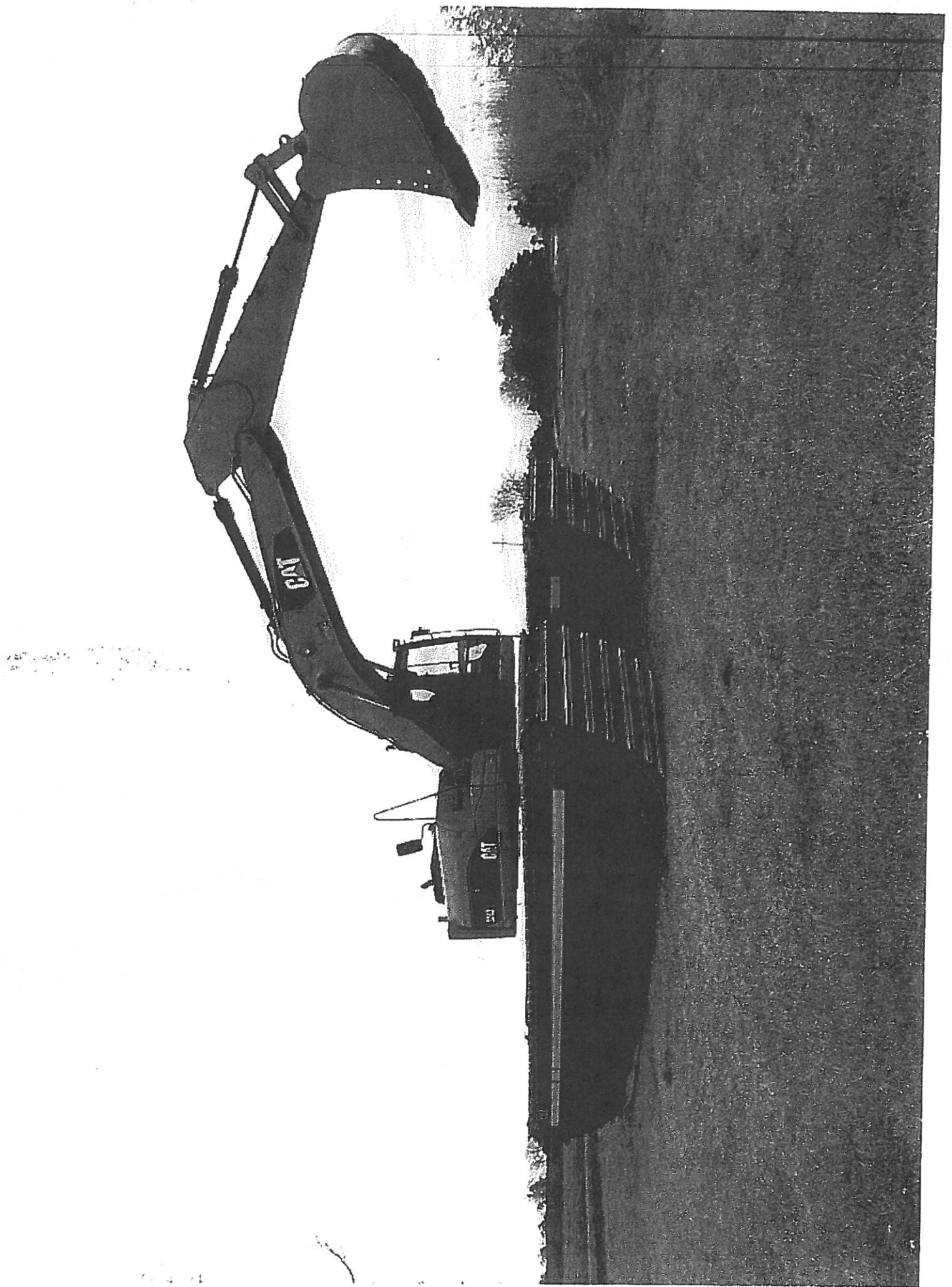
Trojen Rubber Tire Loader

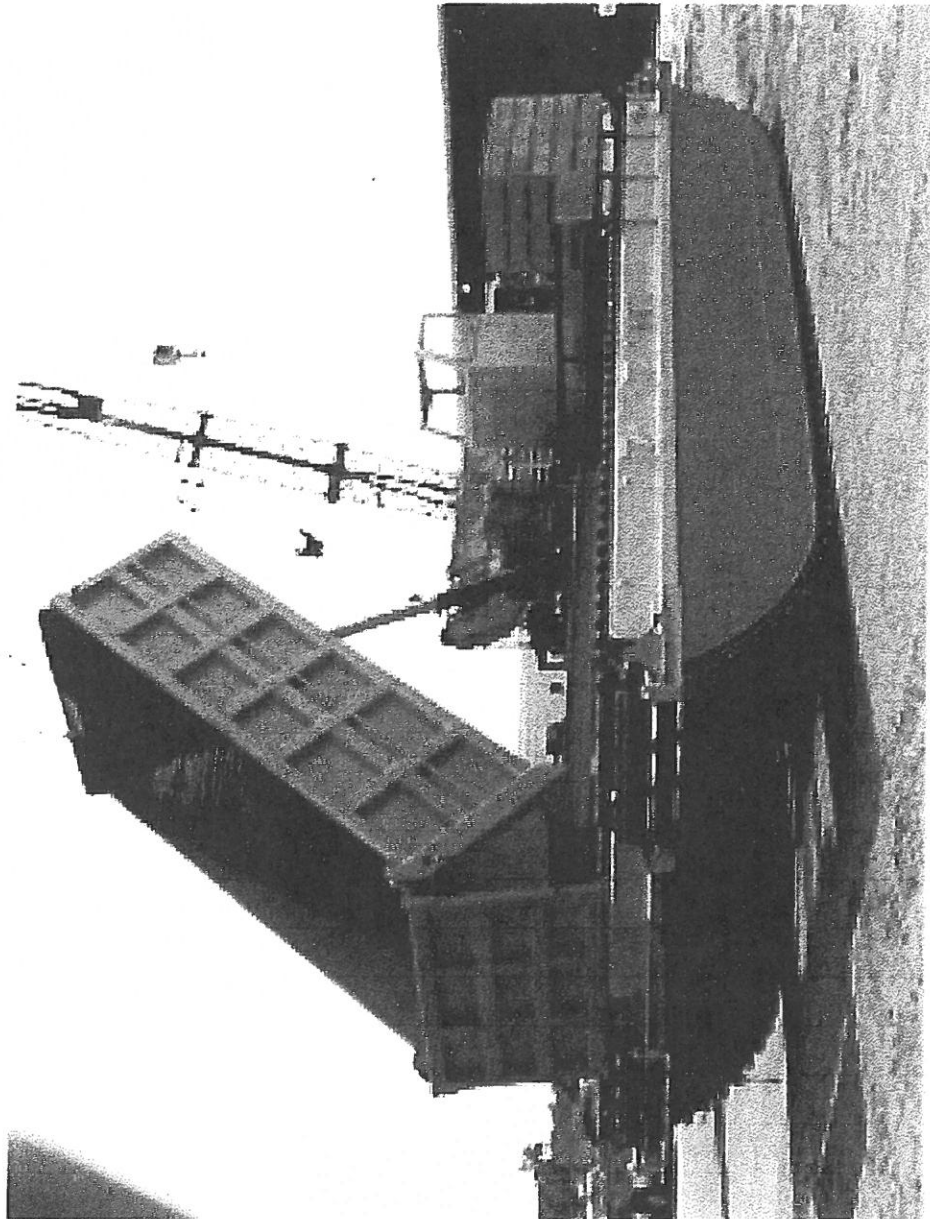
International Dump Truck

Morooka Hauler 1500

Daewoo Amphibious excavator

Menzi Muck Spider







City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.O

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Sports Agreements		
Summary:	<u>Ormond Beach Youth Baseball & Softball Association</u> - City Commission approved Resolution No. 2011-86 authorizing execution of a second amended agreement. The agreement will auto-renew in Jan 2024. Terms of the agreement allow for automatic renewal each year for 1 additional year, unless either party provides written notice of termination atleast 60 days prior to expiration of the existing term. <u>Ormond Beach Youth Basketball Association, Inc.</u> - City Commission approved Resolution No. 2011-85 authorizing the execution of a first amended lease agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement automatically renewed in July 2023 and will auto-renew July 2024. The association provides a well-rounded youth basketball program that meets the needs of the community and meets all requirements of the agreement. <u>Ormond Beach Youth Football and Cheerleading Association, Inc.</u> - City Commission approved Resolution No. 2012-80 authorizing the execution of a first amended lease agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement automatically renewed in June 2023 and will auto-renew June 2024. The association provides a well-rounded youth tackle football and cheerleading program that meets the needs of the community and all the requirements of the agreement. <u>Ormond Beach Pride, Inc.</u> - City Commission approved Resolution No. 2015-87 authorizing the execution of a second amended agreement. The agreement has a 60-day non-renewal notice stipulation and will auto-renew in June 2024. Ormond Beach Pride, Inc. provides a well-rounded youth tackle football and cheerleading program that meets the needs of the community and the requirements of the agreement.		

	<u>Ormond Beach Soccer Club, Inc.</u> - City Commission approved Resolution No. 2017-185 authorizing the execution of a third amended agreement. The agreement has a 60-day non-renewal notice stipulation. The agreement was amended in Sept 2017 and will auto-renewal in Sept 2024. The Soccer Club provides a well-rounded youth soccer program that meets the needs of the community and all the requirements of the agreement.	
Financial Impact:	The automatic renewal of these agreements in FY 2023-24 will not result in any change to the existing budget.	
Citizen Impact:	By renewing these agreements, residents have the opportunity to participate in quality youth sports programs.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends allowing the automatic renewal of these sports agreements and intends to do so, unless otherwise directed by the City Commission.	
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279	
Attachments:	1. Baseball & Softball Agreement - Second Amended 2. Basketball Agreement - First Amended 3. Youth Football and Cheerleading, Pop Warner Agreement - First Amended 4. Pride Football Agreement - First Amended 5. Soccer Agreement - Third Amended	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	11/9/2023 11/9/2023 11/15/2023

**SECOND AMENDED
BASEBALL & SOFTBALL
FACILITIES LEASE AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASEBALL & SOFTBALL CORP.**, a non-profit corporation ("LESSEE" or "OBYBSC").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth baseball and softball programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational baseball and recreational softball programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive baseball and competitive softball programs. All funds inuring to the benefit of LESSEE for recreational baseball and softball programs are to be used exclusively to pay direct operating expenses of recreational youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive programs are to be used exclusively to pay direct operating expenses of competitive youth baseball and softball programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds for recreational and competitive baseball and softball shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds and accounts and current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for recreational baseball and softball programs and for competitive baseball and softball programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth baseball and softball programs with a reasonable notice.

The LESSEE shall provide well-rounded youth baseball and softball programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth baseball and softball programs, including directors, coaches, and umpires; shall establish and implement rules for the fair and effective operation of youth baseball and softball programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR, attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth baseball and

softball programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth baseball and softball programs.

3. **TERM.**

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow, including regular and post-season play. The initial period for regular season use shall be: spring baseball and softball February through May; fall baseball and softball August through October. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice, unless at least one-half (½) of the membership of the team's official roster is present and participating in such practice.

Nova Baseball Fields: 440 North Nova Road, Ormond Beach, Florida, inclusive of Fields 1 through 5 and all parking areas, infield warm-up areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 p.m. until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.

Ormond Beach Sports Complex Baseball/Softball Fields: 700 Hull Road, Ormond Beach, Florida, inclusive of the Kiwanis Fields, T-Ball Fields Machine Pitch Fields, Practice Fields, Softball Quad, Harry Wendelstedt Fields when not under lease with Harry Wendelstedt, Inc., parking areas, concession stand, bathroom facilities, and batting cages; Monday through Friday, from 3:00 until the close of games or practices; and all pre-scheduled Saturday and Sunday activities.

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season

for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding

such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. **EQUIPMENT, UNIFORMS AND STORAGE.**

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the youth baseball and softball programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

8. **UMPIRES.**

The LESSEE shall provide all umpires and/or officials for the baseball and softball games, and said umpires shall be compensated by the LESSEE.

9. **MONETARY CONSIDERATION.**

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the baseball and softball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its baseball and softball programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration

accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring baseball and softball will be payable within 30 days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to Section 15-14, Code of Ordinances, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of the youth baseball and softball programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS (\$15.00) for each City of Ormond Beach resident participating in spring season recreational youth baseball and softball programs only, excluding fee-waived participants. These funds may be used to cover LESSEE'S operating expenses in providing recreational youth baseball and softball programs only in Ormond Beach (i.e., such as compensation for umpires, the purchase of sports equipment, team uniforms, etc.).

Any such annual sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the spring recreational baseball or softball program only. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date.

Any sports grant money that has not been used may be carried over to the next ensuing recreational baseball and softball seasons; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

12. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. CONCESSION STANDS.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.
- B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stands.
- C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.
- D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.
- E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.
- G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

14. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

15. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution No. 2010-125** as same presently exists or may be hereafter amended.

16. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) **Payment On Behalf Of Lessor.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR'S legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) **Loss Control And Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE agrees

to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

17. **SOVEREIGN IMMUNITY.**

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

18. **ASSIGNMENT.**

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

19. **COMPLETE AGREEMENT.**

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 13th day of December, 2011.

WITNESSES:

CITY OF ORMOND BEACH

Lois Towey
Print name: Lois Towey

By: Ed Kelley
ED KELLEY
Mayor

Joyce Shanahan
Print name: Joyce Shanahan

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 31 day of December, 2011.

ORMOND BEACH YOUTH BASEBALL
& SOFTBALL CORP.

Stephanie Campana
Print name: Stephanie Campana

By: Darius Wigley
Print: Darius K. Wigley
Title: Commissioner

Print name: _____

Attest: _____
By: _____
Print: _____
Title: _____



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Name (print): _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print): _____

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Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print):

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FIRST AMENDED
BASKETBALL FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH BASKETBALL ASSOCIATION, INC.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a recreational youth basketball program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services. All funds inuring to

the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a recreational youth basketball program in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any unused or surplus funds shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(C)3 certificate to LESSOR no later than THIRTY (30) days after the end of LESSEE's fiscal year. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational youth basketball program with reasonable notice.

The LESSEE shall provide a well-rounded recreational youth basketball program; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a recreational youth basketball program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a recreational youth basketball program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide a recreational youth basketball program in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the recreational youth basketball program.

3. TERM.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall

be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. USE OF FACILITIES.

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described hereinbelow. The initial period for regular recreational season use shall be after November 1st and will end by February 14th. The facilities may also be used for post-season playoffs during the last two weeks in February. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any basketball court for any scheduled or unscheduled practice, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

Nova Community Center Gymnasium, 440 North Nova Road, Ormond Beach, Florida, Monday through Friday, from 5:30 p.m. until 9:30 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m.

South Ormond Neighborhood Center Gymnasium, 176 Division Avenue, Ormond Beach, Florida, Monday, Wednesday, and Friday, from 5:30 p.m. until 9:00 p.m.; and Saturday, from 8:30 a.m. until 2:00 p.m. (The outside basketball courts may be used on an occasional basis with the prior approval of the City's Director of Leisure Services or his designee.)

Requested facility scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that

unreasonably interferes with the scheduled use of the facilities by LESSEE.

Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of the recreational youth basketball program. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be

conclusively presumed to be the property of LESSOR.

8. REFEREES.

The LESSEE shall provide all referees and/or officials for the basketball games, and said referees shall be compensated by the LESSEE.

9. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the recreational basketball programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own recreational basketball programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment will be payable to LESSOR within 30 days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and

non-resident participants of the recreational youth basketball program. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee to all participants per current fee resolution.

11. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS (\$15.00) for each City of Ormond Beach resident participating in the winter season recreational youth basketball program, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing a youth recreational basketball program in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the recreational winter youth basketball program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date. Any sports grant money that has not been used may be carried over to the next ensuing winter recreational basketball season; however, any improper use of sports subsidy money shall be reimbursed to the City upon demand.

12. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior

written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution No. 2010-125** as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) **Payment On Behalf Of LESSOR.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) **Loss Control And Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety

measures are reasonably expected.

d) Release and Waiver from Liability. When registering participants, LESSEE agrees to obtain a release and waiver from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

18. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 21st day of June, 2011.

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY
Mayor

(SEAL)

Attest: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 21 day of September, 2011

**ORMOND BEACH YOUTH BASKETBALL
ASSOCIATION, INC.**

By: John Scotti
Print: John Scotti
Title: _____

Attest: Sylvia Frost
Print: SYLVIA FROST
Title: OFFICE MANAGER



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Name (print): _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print): _____

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Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print): _____

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FIRST AMENDED

ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.

LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR") and **ORMOND BEACH YOUTH FOOTBALL AND CHEERLEADING ASSOCIATION, INC.** a Florida non-profit 501(C)(3) corporation ("LESSEE" or "OBYFCA").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreation programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated herein below for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a youth football and cheerleading program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services. All funds inuring to the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a youth football and cheerleading program in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated any such unused or surplus funds for the program shall be returned to the LESSOR. The LESSEE shall provide to LESSOR a financial accounting statement of all funds or accounts pertaining to the youth football and cheerleading program, together with a current non-profit certificate verifying the active status of LESSEE, no later than THIRTY (30) days after the end of LESSEE'S fiscal year. THE LESSOR shall have the right, upon reasonable notice to LESSEE, to examine and photocopy any and all records relative to the operation of the youth football and cheerleading program.

The LESSEE shall provide a well-rounded youth football and cheerleading program with participant registration dates to be no earlier than March 1st each year and which shall include a minimum of 51% City of Ormond Beach residents in youth football and in cheerleading; shall comply with all federal, state, and

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local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a youth football and cheerleading program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a youth football and cheerleading program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as "Exhibit A" and shall provide annual written verification that they are in compliance. In addition, all officers, directors, board members, managers, coaches, volunteers, etc., shall undergo annual background checks at LESSEE'S or individual's expense. LESSEE shall provide annual written verification that this stipulation has been met.

The LESSOR shall pay all expenses for the provision of electricity and water/sewer at all facilities; shall oversee LESSEE in its endeavor to provide youth football and cheerleading programs in Ormond Beach; but shall not maintain or exercise any direct control over the operation of the youth football and cheerleading programs.

3. TERM.

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the

termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4. USE OF FACILITIES.

The LESSEE shall have the non-exclusive right and privilege of using facilities as described herein below.

Ormond Beach Sports Complex: 700 Hull Road, Ormond Beach, Florida. The said facilities shall be the OBSC Championship Field #7 and its concession stand for jamboree, five home dates and up to 2 playoff game dates if applicable.

Ormond Beach Middle School: 151 Domicilio Avenue, Ormond Beach, Florida. Use of the OBMS athletic multi/purpose field for the football and cheerleading season for practices shall be allowed through an Interlocal Agreement between the City of Ormond Beach and the Volusia County School Board.

The period for regular season use, including jamboree and up to five home dates, and up to 2 playoff dates, if applicable shall be from August 1 through their playoff games usually ending October 31. LESSEE shall, at least three weeks prior to the beginning of each season, coordinate with LESSOR'S Leisure Services Director a schedule for games and dates. Since there is more than one football/cheerleading organization in Ormond Beach, when scheduling game dates LESSEE must coordinate with the LESSOR and other organization (Ormond Beach Pride, Inc.) for the betterment of the programs. Notice shall be given by Lessee as soon as possible but no later than the end of the last day of the regular season to Lessor as to whether Championship Field #7 will be used for playoff games and if so, the number of dates that will be played, said number not to exceed 2 without prior

approval from LESSOR. Thereafter, the facilities may be used for like periods upon renewal of this Agreement.

In the event one or more of LESSEE'S youth football teams make the playoffs, LESSOR will attempt to make available lighted field/fields for the purpose of allowing the team/teams to practice for the playoff dates. It is understood that the OBSC Championship Field #7 will not be used for those practices.

Field lights shall not be used after 11:00 p.m. except to conclude a game already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by Lessee. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the field or termination of the Agreement.

5. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of the facilities. The LESSEE shall not perform any maintenance or repair of the field without the prior written consent of the LESSOR.

6. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the concession stand, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide and store all equipment and uniforms at its own expense for all participants of the youth football and cheerleading programs.

8. REFEREES.

The LESSEE shall provide all referees for the football games, and said referees shall be compensated by the LESSEE.

9. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the youth football and cheerleading program for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee

surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its youth football and cheerleading program, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant that would otherwise be retained by LESSOR will be eliminated. Further, the LESSEE shall collect all registration fees including a city-imposed facility fee per participant and a city-imposed non-resident surcharge fee per non-resident in accordance with the LESSOR'S rules and regulations. At the close of registration, the LESSEE will provide registration accounting data to LESSOR, and LESSOR will provide an invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge fee. LESSEE shall remit payment to LESSOR within thirty (30) days of registration ending date.

10. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth sports programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge fee to non-resident participants and a facility fee to all participants per current fee resolution.

11. CONCESSION STAND.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A)** The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed. At no time shall any alcoholic beverages be served and no tobacco products sold.
- B)** The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession stand.
- C)** The LESSEE can enter into for short term utilization of the concession stand by another organization only with the permission of the LESSOR, if the organization provides liability insurance, and only upon a form approved by the LESSOR. It is understood that LESSEE cannot enter into a sub-lease or any other agreement that would transfer its obligation under this agreement to operate the concession stand other than for brief periods not to exceed 3 days.
- D)** The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation and repair of the concession stand equipment.
- E)** The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F)** The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stand.
- G)** The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stand.

12. ADVERTISEMENT.

No one shall be permitted to display any permanent advertisement at the facilities without the prior written approval of the City's Director of Leisure Services, or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

13. PROMOTIONAL MATERIAL

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

14. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable liability insurance in accordance with **Section 2-315, Code of Ordinances** and Resolution No. 2011-116 as same presently exists or may be hereafter amended. If the OBYFCA enters into a short-term arrangement with a third party for the utilization of the concession stand, the third party is required to provide applicable insurance in accordance with Section 2-315, Code of Ordinances as same presently exists or may be hereafter amended.

15. LIABILITY AND INDEMNIFICATION.

a) Hold Harmless. The LESSEE shall hold harmless and indemnify LESSOR (including its agents, employees, and officials, both elected and appointed) from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising

out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) Payment On Behalf Of Lessor. The LESSEE shall pay on behalf of the LESSOR, all attorneys fees and costs of LESSOR'S legal defense (through and including any and all appeals), as may be selected by LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) Loss Control and Safety. Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) Release and Waiver of Liability. When registering participants, LESSEE shall obtain a release and waiver of liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of

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its privilege to use the concession stand, without the prior written consent of the City Commission.

18. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated herein below.

DATED this 5th day of June, 2012.

CITY OF ORMOND BEACH

By: Ed Kelley
ED KELLEY, Mayor

Attest: Joyce Shanahan
JOYCE SHANAHAN, City Manager

Attest:

Joshua Fruecht
JOSHUA FRUECHT
City Clerk

DATED this ____ day of _____, 2012.

ORMOND BEACH YOUTH FOOTBALL AND
CHEERLEADING ASSOCIATION, INC.

By: Mike S. Mitchener
Print: Mike S. Mitchener
Title: OBYFCA CHAIR

Attest:

By: _____
Print: _____
Title: _____

Conduct Policy – Exhibit “A”



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Print Name: _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print): _____

© National Alliance for Youth Sports

Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print): _____

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**SECOND AMENDED
ORMOND BEACH PRIDE, INC.
LEASE AGREEMENT**

THIS AGREEMENT, is made and entered into by and between the **CITY OF ORMOND BEACH**, a Florida municipal corporation ("LESSOR" or "City") and **ORMOND BEACH PRIDE, INC.**, a Florida non-profit corporation ("LESSEE" or "OBPI").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreation programs in the Ormond Beach area, and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated herein below for use by LESSEE, and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide a youth tackle football and cheerleading program under the auspices of American Youth Football Association, Inc., as the sanctioning rules body.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed by and between the parties as follows:

1) RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2) GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, or volunteer thereof shall receive any compensation for their services. All funds inuring to the benefit of LESSEE are to be used exclusively to pay direct operating expenses of a youth tackle football and cheerleading program in the City of Ormond Beach, and any unused or surplus funds shall be

carried over to the next ensuing year. In the event this Agreement is terminated for cause, any such unused or surplus funds for the program shall be returned to the LESSOR. The LESSEE shall provide to LESSOR, a financial accounting statement of all funds or accounts pertaining to the youth tackle football and cheerleading program, together with a copy of a non-profit certificate verifying the active status of LESSEE, no later than thirty (30) days after the end of LESSEE'S fiscal year. The LESSOR shall have the right, upon reasonable notice to LESSEE, to examine and photocopy any and all records relative to the operation of the youth tackle football and cheerleading program.

The LESSEE shall provide a well-rounded youth tackle football and cheerleading program with participant registration dates to be no earlier than March 1st each year and which shall include a minimum of 51% City of Ormond Beach residents in youth tackle football and in cheerleading; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of a youth tackle football and cheerleading program, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of a youth tackle football and cheerleading program; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as "Exhibit A" and shall provide annual written verification that they are in compliance. In addition, all officers, directors, board members, managers, coaches, volunteers, etc., shall undergo annual background checks at LESSEE'S or individual's expense. LESSEE shall provide annual written verification that this stipulation has been met.

The LESSOR shall pay all expenses for the provision of electricity and water/sewer at all facilities; shall oversee LESSEE in its endeavor to provide youth tackle football and cheerleading program in Ormond Beach; but shall not maintain or exercise any direct control over the operation of the youth tackle football and cheerleading program.

3) **TERM.**

The effective date of this Agreement shall be June 1, 2015. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

4) **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive right and privilege of using facilities as described herein below.

Ormond Beach Sports Complex: 700 Hull Road, Ormond Beach, Florida. The said facilities shall be the OBSC Championship Field #7 for jamboree, five home dates and up to 2 playoff game dates if applicable; and use of the multi-purpose practice fields #11 and #12 for the football and cheerleading season.

The period for regular season use including jamboree and up to five home dates, and, if applicable, up to 2 playoff dates shall be from August 1 through their playoff games usually ending November 15. LESSEE shall, at least three weeks prior to the beginning of each season, coordinate with LESSOR'S Leisure Services Director a schedule for games and dates. Since there is more than one football/cheerleading organization in Ormond Beach, when scheduling game dates LESSEE must coordinate with LESSOR and other organization (Ormond Beach Youth Football and Cheerleading Association, Inc.) for the betterment of the programs. Notice shall be given by Lessee as soon as possible but no later than the end of the last day of the regular season to Lessor as to whether Championship Field #7 will be used for playoff games and if so, the number of dates that will be played, said number not to exceed 2 without prior approval from LESSOR. Thereafter, the facilities may be used for like periods upon renewal of this Agreement.

In the event one or more of LESSEE'S youth football teams make the playoffs, LESSOR will attempt to make available lighted field/fields for the purpose of allowing the

team/teams to practice for the playoff dates. It is understood that the OBSC Championship Field #7 will not be used for those practices.

Field lights shall not be used after 11:00 p.m., except for the purpose of concluding a game already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use, and a failure to do so may result in a forfeiture of the future right to use lights by LESSEE. LESSEE shall at all times comply with LESSOR'S lightning detection warning system, and a failure to do so will constitute a material breach of this Agreement. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the field or termination of the Agreement.

5) MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to make repairs and to protect the health, safety, or welfare of the public and the condition of the facilities. The LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

6) IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

7) EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall be permitted to store all equipment and uniforms for all participants of the youth tackle football and cheerleading programs throughout the year in the storage building adjacent to field #12; LESSEE shall assume all risks of loss associated therewith.

8) REFEREES.

The LESSEE shall provide all referees for the tackle football games, and said referees shall be compensated by the LESSEE.

9) MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the youth tackle football and cheerleading program for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each registrant, any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its youth tackle football and cheerleading program, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant that would otherwise be retained by LESSOR will be eliminated. Further, the LESSEE shall collect all registration fees including a city-imposed facility fee per participant and a city-imposed non-resident surcharge fee per non-resident in accordance with the LESSOR's rules and regulations. At the close of registration, the LESSEE will provide registration accounting data to LESSOR, and LESSOR will provide an invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge fee. LESSEE shall remit payment to LESSOR within thirty (30) days of registration ending date.

10) FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth sports programs. The LESSEE shall also be permitted to establish the same registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge

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an additional surcharge fee to non-resident participants and a facility fee to all participants in accordance with any fee schedule that has been approved by the City Commission.

11) CONCESSIONS.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed. At no time shall any alcoholic beverages be served and no tobacco products sold.
- B) The LESSEE shall provide trained personnel who must comply with all health department regulations to operate and maintain the concession.
- C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.
- D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation and clean up.
- E) The LESSEE shall provide containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession.
- G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to concessions.

12) PROMOTIONAL MATERIAL

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

13) ADVERTISEMENT.

No person shall be permitted to display any permanent advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

14) INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable liability insurance coverage in accordance with Section 2-315, Code of Ordinances and Resolution No. 2011-116 as same presently exists or may be hereafter amended.

15) LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSEE shall hold harmless and indemnify LESSOR (including its agents, employees, and officials, both elected and appointed) from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR'S sole negligence.

b) **Payment On Behalf Of Lessor.** The LESSEE shall pay on behalf of the LESSOR, all attorneys fees and costs of LESSOR'S legal defense (through and including any and all appeals), as may be selected by LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR'S exclusive remedy.

c) **Loss Control and Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE shall obtain a release and waiver of liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

16) SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

17) ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

18) COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated herein below.

DATED this 7th day of April, 2015.

Witnesses:

CITY OF ORMOND BEACH

[Signature]
Print Name: Shanahan

[Signature]
Print Name: Colby Cuento

By: [Signature]
ED KELLEY
Mayor

By: [Signature]
JOYCE SHANAHAN
City Manager

DATED this 1 day of April, 2015.

Witnesses:

ORMOND BEACH PRIDE, INC.

Sylvia Frost
Print Name: SYLVIA FROST

Print Name: _____

By: Brian Colubiale
Print Name: Brian Colubiale
Title: Director

Attest: _____
Print Name: _____
Title: _____

Conduct Policy – Exhibit “A”



Coaches, Players, and Parents Conduct Policies

The Ormond Beach Leisure Services Department needs the entire support from the Leisure Services Advisory Board and the community in joining this cause to change the culture in youth sports. To ensure that the entire community operates consistently with regard to children's sports, it is necessary for the City Commission to adopt this resolution.

WHEREAS, the City of Ormond Beach recognizes the need to inspire changes in youth sports to make the experience safe, positive and fun for everyone involved; and

WHEREAS, we believe in the benefits of recreation and attraction of youth sports as a means to teach the children of this community values and skills that will be of benefit to them throughout life; and

WHEREAS, we believe that in order to realize the true value of youth sports participation and to provide a safe, positive and fun environment for youth and their families to participate, we must raise the standards set forth by the City and NYSCA among the users of our community's youth sports facilities; and

WHEREAS, we are proud to announce that the Ormond Beach Leisure Services Department has appointed a qualified professional youth sports administrator who has been trained and certified to oversee all organized City youth sports programs and Parent Sports Associations to ensure a high standard among the users of our community's facilities; and

WHEREAS, we believe that league organizers, administrators, commissioners, and coaches, should be educated on how to provide a safe, positive and fun youth sports environment before being granted permits to use facilities; and

WHEREAS, we believe volunteer coaches and parents must receive orientation and education as to their individual roles and responsibilities in our community's effort to raise the standards of youth sports programs and that volunteer coaches, parents, game officials and players be held accountable for their behaviors; and

WHEREAS, we believe young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports;

NOW THEREFORE, we strongly believe each youth, volunteer, coach, parent, player and game official must sign a Code of Ethics document, which is necessary to ensure proper conduct is exhibited at all times.

[Signed by Leisure Services Advisory Board Chairman May 8, 2002]

NYSCA Coaches' Code of Ethics Pledge

I hereby pledge to live up to my certification as a NYSCA Coach by following the NYSCA Coaches Code of Ethics:

I will place the emotional and physical well-being of my players ahead of a personal desire to win.

I will treat each player as an individual, remembering the large range of emotional and physical development for the same age group.

I will do my best to provide a safe playing situation for my players.

I will promise to review and practice the basic first aid principles needed to treat injuries of my players.

I will do my best to organize practices that are fun and challenging for all my players.

I will lead by example in demonstrating fair play and sportsmanship to all my players.

I will provide a sports environment for my team that is free of drugs, tobacco, and alcohol, and I will refrain from their use at all youth sports events.

I will be *knowledgeable* in the rules of each sport that I coach, and I will teach these rules to my players.

I will use those coaching techniques appropriate for each of the skills that I teach.

I will remember that I am a youth sports coach, and that the game is for children and not adults.

Coach Signature

Date

Coach Print Name: _____

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Players' Code of Ethics Pledge

I hereby pledge to be positive about my youth sports experiences and accept responsibility for my participation by following this Players' Code of Ethics pledge:

I will encourage good sportsmanship from fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot. I will be on time for practice and games.

I will do my best to listen and learn from my coaches.

I will treat my coaches, other players, officials and fans with respect regardless of race, sex, creed, or abilities, and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it is important to me.

I will do my very best in school.

I will remember that sports participation is an opportunity to learn and have fun.

I will not engage in any behavior which would endanger the health, safety, or well being of a coach, parent, player, participant, league official or any other attendee.

I will not engage in the use of profanity while attending or participating in a youth sports event.

Player Signature

Date

Player Name (print): _____

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Parents' Code of Ethics Pledge

I hereby pledge to provide positive support, care, and encouragement for my child participating in youth sports by following this Parents' Code of Ethics:

I will encourage good sportsmanship by demonstrating positive support for all players, coaches, and officials at every game, practice or other youth sports event.

I will place the emotional and physical well being of my child ahead of my personal desire to win.

I will insist that my child play in a safe and healthy environment.

I will require that my child's coach be trained in the responsibilities of being a youth sports coach and that the coach upholds the Coaches' Code of Ethics.

I will support coaches and officials working with my child, in order to encourage a positive and enjoyable experience for all.

I will demand a sports environment for my child that is free from drugs, tobacco and alcohol and will refrain from their use at all youth sports events.

I will remember that the game is for youth – not adults.

I will do my very best to make youth sports fun for my child.

I will ask my child to treat other players, coaches, fans and officials with respect regardless of race, sex, creed or ability.

I will help my child enjoy the youth sports experience by doing whatever I can, such as being a respectful fan, assisting with coaching, or providing transportation.

Parent Signature

Date

Parent Name (print): _____

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THIRD AMENDED
SOCCER FACILITIES LEASE AGREEMENT

THIS AGREEMENT, is made and entered into by and between the **City of Ormond Beach**, a Florida municipal corporation ("LESSOR") and **Ormond Beach Soccer Club, Inc.**, a non-profit corporation ("LESSEE").

WITNESSETH:

WHEREAS, the LESSOR recognizes the important services rendered by non-profit volunteer recreation groups and paid positions to assist said non-profit volunteer recreation groups, such as LESSEE, and desires to assist such non-profit volunteer recreation groups in their endeavor to provide recreational programs in the Ormond Beach area; and

WHEREAS, the LESSOR owns certain real and personal property more particularly described and designated hereinbelow for use by LESSEE; and

WHEREAS, the LESSOR and LESSEE desire to enter into a non-exclusive lease for the use of certain facilities for the purpose of assisting LESSEE in its endeavor to provide youth soccer programs.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1. RECITALS.

The foregoing recitals are true and correct, and are incorporated herein by reference and are hereby made part of this Agreement.

2. GENERAL COVENANTS.

The LESSEE is a non-profit corporation and no officer, director, board member, manager, coach, or volunteer thereof shall receive any compensation for their services in

recreational soccer programs. Further, no officer, director, board member or volunteer thereof, other than manager and coach, shall receive any compensation for their services in competitive soccer programs. All funds inuring to the benefit of LESSEE for recreational soccer programs are to be used exclusively to pay direct operating expenses of recreational youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. Further, all funds inuring to the benefit of LESSEE for competitive soccer programs are to be used exclusively to pay direct operating expenses of competitive youth soccer programs in the City of Ormond Beach, and any unused or surplus funds shall be carried over to the next ensuing year. In the event this Agreement is terminated, any unused or surplus funds for recreational and competitive soccer shall be returned to the LESSOR. LESSEE shall provide financial accounting statement of all funds or accounts along with current 501(c)3 certificate verifying active status to the LESSOR no later than THIRTY (30) days after the end of LESSEE'S fiscal year for the recreational soccer programs and for the competitive soccer programs. The LESSOR shall have the right to examine and photocopy any and all records relative to the operation of the recreational and competitive youth soccer programs with reasonable notice.

The LESSEE shall provide well-rounded youth soccer programs; shall comply with all federal, state, and local laws, regulations, and rules; shall provide all personnel who are trained to operate all facets of youth soccer programs, including directors, coaches, and referees; shall establish and implement rules for the fair and effective operation of youth soccer programs; and shall obtain sponsors and state and national affiliations consistent with the purpose and covenants of this Agreement. The LESSEE shall comply with the Conduct Policy adopted by the LESSOR attached hereto as Exhibit "A" and shall provide annual written verification that they

are in compliance.

The LESSOR shall pay all expenses for the provision of electricity at all facilities; shall provide administrative staff to assist LESSEE in its endeavor to provide youth soccer programs in the Ormond Beach area; and shall not maintain or exercise any direct control over the operation of the youth soccer programs.

3. THIRD PARTY VENDORS.

The LESSEE may, at its expense, contract with third-party vendors for the purpose of:

1. Assisting the LESSEE in the organization and operation of its annual tournament.
2. Providing referee services.
3. Coaching competitive teams, provided such coaches are independent contractors.
4. Providing coaching education services to all coaches of LESSEE.
5. Providing administrative services for the LESSEE'S competitive program, including activities related to the compliance with any and all rules and regulations of the LESSEE'S state and national association (e.g., Florida Youth Soccer Association and United States Youth Soccer Association), activities related to the competitive league in which the LESSEE'S team are entered, and activities related to coaching initiatives or a curriculum for soccer instruction that may be implemented by the LESSEE'S state or national association.
6. Assisting LESSEE in the operation of clinics and camps organized and run by the LESSEE, and as may be approved by the City pursuant to the terms of this Lease. Any vendors engaged by the LESSEE must provide adequate proof of insurance, must adhere to any and all rules and regulations imposed by the City related to the use of the soccer

fields, and must ensure that all personnel that may be working directly with youth players to first pass a background check as required by and performed by the LESSEE'S state association.

4. **TERM.**

The initial term of this amended Agreement shall be for a period of two years commencing on the date this Agreement is last signed by the respective parties. Thereafter, the Agreement shall be automatically extended for additional one year periods unless either party gives the other party written notice of the termination of the Agreement at least sixty (60) days prior to the expiration of the then existing term of the Agreement.

5. **USE OF FACILITIES.**

The LESSEE shall have the non-exclusive privilege of using the facilities at the designated times described herein below, including regular and post-season play. The initial period for recreational program use shall be: spring recreational soccer – **Mid-February through May 31st**; fall recreational soccer – **August 15th through November 30th**; competitive soccer – length of season will be mutually agreed upon by LESSOR and LESSEE. Thereafter, the facilities may be used for like periods upon renewal of this Agreement. No team of the LESSEE may use any portion of any facilities for any scheduled or unscheduled practice which requires the use of lights, unless at least one-half (1/2) of the membership of the team's official roster is present and participating in such practice.

Ormond Beach Sports Complex Soccer Fields: 700 Hull Road, Ormond Beach, Florida, inclusive of Soccer Fields 1 through 6 and 8 through 10, concession stand, bathroom facilities, and parking areas, as follows:

Monday through Friday:
From 3:00 p.m. until close of games or practices
All pre-scheduled Saturday and Sunday activities

Requested field scheduling for games and practices is to be submitted to the City's Athletic Supervisor by LESSEE at least one week prior to the beginning of each season for LESSOR coordination and approval.

The LESSEE shall cooperate in all respects with the LESSOR in scheduling programs/events. The LESSOR may use the facilities at such times and for such programs/special events as the LESSOR desires, provided that such use shall not be exercised in a manner that unreasonably interferes with the scheduled use of the facilities by LESSEE.

Any and all tournaments must be approved by the Director of Leisure Services or his designee prior to being planned or scheduled. In addition, any more than two tournaments per season are subject to approval of Director of Leisure Services or his designee and may result in LESSEE having to pay field rental and/or any and all associated tournament costs to LESSOR.

Field lights shall not be used after 11:00 p.m. except to conclude a game or practice already in progress. The LESSEE shall be responsible for turning off all field lights at the conclusion of such use. Failure to do so may result in elimination of utilization of lights by LESSEE. Lightning detection system warnings must be obeyed at all times. LESSOR shall develop and enforce a policy to insure that coaches and participants understand the operation of the lightning system and obey the warnings at all times. Failure to adhere to said warnings may result in suspension or dismissal from the fields.

6. MAINTENANCE.

The LESSOR shall maintain and repair the facilities at its own expense, and shall have the right to close the facilities to protect the health, safety, or welfare of the public and the condition of facilities. Fields will be closed in late-November for field maintenance and winter rye seeding and will reopen upon approval of Director of Leisure Services, or his designee. The

LESSEE shall not perform any maintenance or repair of the facilities without the prior written consent of the LESSOR.

7. IMPROVEMENTS.

The LESSEE shall not make any improvements or additions to the facilities, structures or landscape therein or thereon, without the prior written consent of the LESSOR. The LESSEE shall comply with all federal, state, and local laws, regulations, and rules regarding such improvements or additions, and shall obtain all necessary permits, licenses, and certificates at its own expense. All such improvements or additions shall be a permanent part of the facilities, which shall inure to the benefit of the LESSOR and shall not be removed by LESSEE.

8. EQUIPMENT, UNIFORMS AND STORAGE.

The LESSEE shall provide all equipment and uniforms at its own expense to all participants of youth soccer programs. The LESSOR shall provide limited storage space to LESSEE for the storage of equipment. The LESSOR shall not be liable for loss or damage to any such property stored therein. The property of LESSEE shall be labeled in a manner which clearly distinguishes it from property of the LESSOR. Any property not labeled shall be conclusively presumed to be the property of LESSOR.

9. REFEREES.

The LESSEE shall provide referees and or officials for all soccer games, and said referees shall be compensated by the LESSEE.

10. MONETARY CONSIDERATION.

The LESSEE shall pay in advance to the LESSOR the sum of ONE DOLLAR AND NO CENTS (\$1.00) per year for use of the facilities. Further, if the LESSOR performs the registration for the soccer programs for the LESSEE, the LESSOR shall retain from the registration fees collected the sum of TWO DOLLARS AND FIFTY CENTS (\$2.50) for each

registrant and any established surcharge for each non-resident registrant and a facility fee surcharge for each registrant. The LESSOR will remit remaining proceeds to the LESSEE.

If the LESSEE performs the registration for its own soccer programs, the TWO DOLLARS AND FIFTY CENTS (\$2.50) per registrant will be eliminated. Further, the LESSEE shall collect all registration fees including a City-imposed facility fee per participant and a City-imposed non-resident surcharge per non-resident pursuant to current City fee resolution. At the close of registration, the LESSEE will provide pertinent registration accounting data to LESSOR and LESSOR will provide invoice for payment by LESSEE for the appropriate facility fee and nonresident surcharge. Payment for spring recreational soccer and for fall recreational soccer will be payable within 30 days of registration ending date. Payment for competitive soccer and for any additional late registered competitive players will be payable within 30 days of registration ending date.

11. FACILITY AND REGISTRATION FEES.

Pursuant to **Section 15-14, Code of Ordinances**, as the same presently exists or may be hereafter amended, the City Commission of the City of Ormond Beach has the authority to establish facility and registration fees, by adoption of an appropriate resolution, for resident and non-resident participants of youth soccer programs. The LESSEE shall also be permitted to establish registration fees for resident and non-resident participants. The LESSOR shall be entitled to charge an additional surcharge to non-resident participants and a facility fee per registrant per current fee resolution. The LESSEE shall collect all registration fees and shall retain the proceeds less the facilities fee collected, and any established surcharge for each non-resident registrant.

12. YOUTH SPORTS GRANT.

Subject to appropriation in the sole and absolute discretion of the City

Commission, the LESSOR shall provide an annual grant of FIFTEEN DOLLARS AND NO CENTS (\$15.00) for each City of Ormond Beach resident participating in fall season youth recreational soccer programs only, excluding fee-waived participants. These funds may be used to cover LESSEE's operating expenses in providing recreational youth soccer programs only in Ormond Beach (i.e., such as compensation for referees, the purchase of sports equipment, team uniforms, etc.).

Any such sports grant appropriated by the City Commission shall be provided to the LESSEE based upon the total number of City of Ormond Beach residents who are paid participants in the fall youth recreational soccer program. Sports grant payment will be payable to the LESSEE within 30 days of registration ending date; but if feasible, may be shown as a deduction in the invoice provided to the LESSEE for payment of facility fee and nonresident surcharge fees. Any sports grant money that has not been used may be carried over to the next ensuing recreational soccer season; however, any improper use of sports grant money shall be reimbursed to the City upon demand.

13. PROMOTIONAL MATERIAL.

All promotional material shall be submitted to the City's Director of Leisure Services, or his designee, for approval prior to distribution.

14. CONCESSION STANDS.

The LESSEE shall have the non-exclusive privilege to sell pre-packaged food items and beverages as follows:

- A) The City's Director of Leisure Services, or his designee, shall designate the times and places where such food items and beverages may be sold and consumed.
- B) The LESSEE shall provide trained personnel who must

comply with all health department regulations to operate and maintain the concession stands.

- C) The LESSEE shall not sublease, assign, or otherwise contract away its non-exclusive privilege to sell such food items and beverages.
- D) The LESSEE shall be entitled to retain all profits and shall be solely responsible for all expenses relative to the operation of the concession stands.
- E) The LESSEE shall provide indoor containers for the temporary collection of trash and garbage, and shall be responsible for transferring all such accumulations to outside trash containers provided by the LESSOR. The LESSOR shall collect and dispose of the trash and garbage on a regular basis.
- F) The LESSEE shall obtain all permits, certificates, and licenses necessary to operate the concession stands.
- G) The LESSEE shall save, hold harmless, and indemnify the LESSOR, and its officers and employees from and against all claims, liability, and damages relative to the operation of the concession stands.

15. ADVERTISEMENT.

No one shall be permitted to display any advertisement at the facilities without the prior written approval of the City's Director of Leisure Services or his designee. The LESSEE shall be responsible for administering the display of any approved advertisement consistent with all rules, regulations, policies, and ordinances of the LESSOR.

16. INSURANCE.

The LESSEE shall at its own expense purchase and maintain applicable insurance in accordance with **Section 2-315, Code of Ordinances** and **Resolution 2011-116**, as same presently exists or may be hereafter amended.

17. LIABILITY AND INDEMNIFICATION.

a) **Hold Harmless.** The LESSOR, its agents, employees, and officials, both elected and appointed, shall be held harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of this Agreement or use of the facilities, unless such claims are the result of the LESSOR's sole negligence.

b) **Payment On Behalf of LESSOR.** The LESSEE agrees to pay on behalf of the LESSOR, all attorneys fees and costs of the LESSOR's legal defense (through and including any and all appeals), as may be selected by the LESSOR, for all claims described in the "Hold Harmless" paragraph, above. Such payment on behalf of the LESSOR shall be in addition to any and all other legal remedies available to the LESSOR and shall not be considered to be the LESSOR's exclusive remedy.

c) **Loss Control and Safety.** Precaution shall be exercised at all times by the LESSEE for the protection of all persons and property. The LESSEE shall comply with all laws, regulations or ordinances related to safety and health, shall make special efforts to detect hazardous conditions and shall take prompt action where loss control and safety measures are reasonably expected.

d) **Release and Waiver of Liability.** When registering participants, LESSEE agrees to obtain a release from liability and indemnification in favor of the LESSOR from all participants and/or their parents or legal guardians.

18. SOVEREIGN IMMUNITY.

The LESSOR expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity.

19. ASSIGNMENT.

The LESSEE shall not assign, transfer, or otherwise convey all or any part of this Agreement, or all or any part of its privilege to use the facilities, without the prior written consent of the City Commission.

20. COMPLETE AGREEMENT.

This Agreement constitutes the entire and complete agreement, and the promises and covenants herein contained shall survive the life of this Agreement.

(LEFT BLANK INTENTIONALLY)

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 9 day of September, 2017.

CITY OF ORMOND BEACH

By: Bill Partington
BILL PARTINGTON
Mayor

Attest: Joyce Shahan
JOYCE SHAHAN
City Manager

DATED this 27th day of November, 2017.

**ORMOND BEACH YOUTH
SOCCER CLUB, INC.**

By: Robert T. Bowlink
Print Name: ROBERT T. BOWLINK
Title: President

Attest: Hunter Dorman
Print Name: Hunter Dorman
Title: F.R.P.



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.P

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Quality of Life - Other		
Department:	Leisure Services		
Subject:	Auto Renewal - Yellowstone Athletic Fields Maintenance		
Summary:	The City Commission, on March 17, 2015, authorized an athletic field maintenance contract with Yellowstone for an initial 3-year term, which automatically renews for additional 1 year periods each year, unless either party provides at least 90 days prior written notice of their intent not to renew the contract. This will be the 6th year the contract has been allowed to auto-renew, effective April 1, 2024. Yellowstone Landscape, LLC, provides high quality work in performing the athletic field maintenance services for the City. Yellowstone is proactive when providing services, is responsive to concerns, and is willing to take on new projects. Staff intends to allow the contract to auto-renew, unless otherwise directed by the City Commission.		
Financial Impact:	Funding for this contract is provided from the General Fund. The current budgeted contract price is \$647,471.16		
Citizen Impact:	The auto-renewal of the athletic field maintenance contract ensures City residents have well-maintained athletic surfaces for recreational use, and contributes to the high quality of life residents enjoy in Ormond Beach.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the Yellowstone Landscape Athletic Field Maintenance Service Agreement be allowed to automatically renew for one additional year on April 1, 2024.		
Staff Contact:	Robert Carolin, Leisure Services Director, (386) 676-3279		
Attachments:	1. Exhibit A and B Document		

	2. Austin Outdoor (Yellowstone) Athletic Field Contract	
Approval:	Kelly McGuire, Finance Director	11/9/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/29/2023

City Of Ormond Beach
Athletic Field
Maintenance Service





Proposal



ORIGINAL

City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3269
Fax (386) 676-3304

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **Athletic Field Maintenance Service**
BID NUMBER: **2014-15**
BID OPENING DATE & TIME: **June 12, 2014 at 10:00 A.M.**
BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**
PRE-BID MEETING DATE & TIME: **May 29, 2014 at 2:00 P.M. - Mandatory**
PRE-BID MEETING LOCATION: **Training Room at Human Resources Office, City Hall**

Bids Received After The Above Date And Time Will Not Be Accepted.

BIDDER'S NAME: Austin Outdoor, LLC.

BIDDER'S MAILING ADDRESS: 3235 North State Street

CITY-STATE-ZIP: Bunnell, Florida

F.E.I.N.: 20-2993503

PHONE NUMBER: 386-437-6211 FAX NUMBER: 386-437-6072

If returning as a "No Bid", please state reason (s): _____

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid 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 Bid and certify that I am authorized to sign this Bid for the Bidder. In submitting a Bid to the City of Ormond Beach, the Bidder offers and agrees that if the Bid is accepted, the Bidder 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 Bidder.

X 
AUTHORIZED SIGNATURE (MANUAL)

Barry Critcher
NAME (TYPED)

Business Development Manager
TITLE

06/12/14
DATED

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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 on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

DISCRIMINATION: Pursuant to Section 287.134(2)(a), Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid or proposal on a contract to provide any goods or services to a public entity, may not submit a bid or proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid or proposal on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

JESSICA LUNS福德 ACT COMPLIANCE: Bidder will be responsible for compliance with Section 1012.465, Florida Statutes (Jessica Lunsford Act).

PUBLIC RECORDS/NON-CONFIDENTIALITY OF BIDS AND/OR PROPOSALS: The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119.01, F.S., The Public Records Law. Information and materials received by the City of Ormond Beach in connection with all Proposers' response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. Section 119.071, F.S.

NOTIFICATION OF BIDS AND RFP'S: The City uses the services of Onvia DemandStar (www.demandstar.com) for notification of its Bids and RFP's on-line on the Internet. If you have received a copy of this Bid/RFP from any source other than Onvia DemandStar, please be aware that you may not have received the latest version of the Bid/RFP or any related addendums.

SUBMISSION OF BIDS: All Bids shall be submitted in a sealed envelope. The Invitation to Bid (ITB) number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said Bid to the Purchasing Office on or before the specified opening date and time is solely and strictly the responsibility of the Bidder. Any Bid received by the Purchasing Office after the specified date and time will not be accepted. Bids must be submitted on forms provided by the City. No other forms will be accepted. Telephone, telefax and telegraph Bids will not be considered. No Bid may be modified after opening. No Bid may be withdrawn after opening for a period of One Hundred and Twenty (120) days unless otherwise specified.

EXECUTION OF BID: Bid must contain a manual signature of authorized representative in the space(s) provided. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by Bidder to any Bid entry must be initialed. The company name and Federal Employer Identification Number (F.E.I.D.) shall appear in the space(s) provided.

CITY OF ORMOND BEACH
INVITATION TO BID
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Bid No. 2014-15

PRE-BID MEETING: Any bidder wishing to respond to this solicitation will be required to attend a pre-bid meeting at a date and time prescribed herein.

BID OPENING: Bids shall be opened and the name of the Bidders and the bid amounts shall be read publicly. Bid amounts announced at the bid opening are subject to change due to math errors made by Bidders

BID TABULATION: Any Bidder wishing to receive a copy of the Bid tabulation is required to enclose a stamped, self-addressed envelope with their Bid response. Bid opening tabulations will be posted on DemandStar.com.

CLARIFICATION/CORRECTION OF BID ENTRY: The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

INTERPRETATION: Any questions concerning conditions and specifications shall be directed to the Purchasing Coordinator. Those interpretations which may affect the eventual outcome of this Bid will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Ormond Beach.

MINORITY POLICIES: The City of Ormond Beach, Florida, encourages the full participation of Disadvantaged and Women Business Enterprises (D&WBE) in the provision of goods and services.

LICENSES AND PERMITS: The vendor is responsible for obtaining all necessary permits and licenses to comply with all Federal, State, and Local laws, rules and regulations required to perform work in accordance with the specifications.

LOCAL VENDOR PREFERENCE: 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. A Local Vendor Affidavit of Eligibility shall accompany the bid submittal to be considered valid.

PRICING: Firm prices shall be proposed and include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point within the City of Ormond Beach to a secure area or inside delivery. Prices shall be valid for One Hundred and Twenty (120) days from date of Bid opening. In the event there is a discrepancy between the unit price and the extended amount, the unit price will prevail.

ADDITIONAL TERMS AND CONDITIONS: The City of Ormond Beach reserves the right to reject Bids 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.

DISCOUNTS: All discounts EXCEPT THOSE FOR PROMPT PAYMENT shall be considered in determining the lowest net cost for Bid evaluation purposes. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

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

ASSIGNMENT: Any purchase order or contract issued pursuant to a Bid and the monies which may become due there under are not assignable except with the prior written approval of the City Manager or City Commissioner, whoever authorized the purchase.

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

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

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

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

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 Bids or waive any minor irregularity or technicality in the Bids received.

NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the CITY shall notify the VENDOR/CONTRACTOR of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the CITY of any kind whatsoever.

CITY OF ORMOND BEACH
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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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in 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.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
- (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

If the Bidder proposes to furnish an "Equivalent" product, the brand name, if any, of the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of Bids and the determination as to equality of the product offered shall be the responsibility of the City and will be based on information furnished by the Bidder. The Purchasing Coordinator is not responsible for locating or securing any information which is not identified in the Bid and reasonably available to the Purchasing Coordinator. To insure that sufficient information is available the Bidder shall furnish as a part of the Bid all descriptive material necessary for the Purchasing Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the City would be binding itself to purchase by making an award.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions.

It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

CITY OF ORMOND BEACH
INVITATION TO BID
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Bid No. 2014-15

GENERAL INSTRUCTIONS

STATEMENT OF PURPOSE: The City of Ormond Beach, Florida, is requesting Bids and intends to select a qualified firm or individuals to provide the City with professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School (Jessica Lunsford Act compliance required).

SCHEDULE OF BID:

<u>May 11, 2014</u>	Legal Advertisement
<u>May 29, 2014</u>	Mandatory Pre-Bid Meeting at 2:00 P.M., Human Resources Training Room, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.
<u>June 12, 2014</u>	Bids due, no later than 10:00 A.M., in the office of the Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street Ormond Beach, Florida 32174.

TERM OF AGREEMENT: The initial term of this Agreement shall be for a period of **three (3) years** starting on the commencement date and will be automatically renewed for additional **one (1) year periods** unless either party provides at least ninety (90) days prior written notice of non-renewal prior to the end of the initial term or one of the renewal terms. Commencement date is planned to coincide with the start of the City's next fiscal year on October 1, 2014.

BID DELIVERY: Submit **one (1) signed and unbound original** Bid packet, with all required attachments, by the closing date and time. Deliver Bids to: Purchasing Coordinator, Ormond Beach City Hall, 22 South Beach Street, Ormond Beach, Florida 32174. **Make sure the bid number is clearly visible on the outside of the delivery package. Bids delivered after the time and date specified will not be accepted.** For questions regarding bid delivery contact the purchasing office at 386-676-3223.

TECHNICAL QUESTIONS: Submit all technical questions regarding this Bid to the City's Landscape Architect, Paul MacDonald, by telephone (386) 676-3296 or by e-mail, paul.macdonald@ormondbeach.org.

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 Bid 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 Bid at any time and to negotiate with any party prior to or after submittal of proposals.

COST OF BID PREPARATION: No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the Bid, proposal or presentation.

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BIDS TO BE IN EFFECT: Each Bid shall state that it is valid for a period of not less than one hundred and twenty (120) days from date of receipt.

BID FORM: Bids shall be submitted on standard forms which are furnished in this Invitation to Bid. Bid Forms must be completed in ink or by typewriter. 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. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form.)

REGISTRATION AND RISK MANAGEMENT REQUIREMENTS: Any Contractor doing work for the City of Ormond Beach, on City property shall be **registered** to do business in the City of Ormond Beach and shall provide **proof of**, abide by and maintain, for the entire life of the Contractual Agreement, including any and all approved time extensions, such **insurance** as is required by City ordinance, which shall be incorporated in and made part of the contract documents. This proof of insurance will be required prior to commencement of any **on-site** work.

DEFINITION OF TERMS: For the purpose of this Agreement the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

City - the City of Ormond Beach, a Florida municipal corporation, acting through the City Commission or City Manager, or official designated by the City Manager as the case may be.

City Representative - the employee or employees designated by the City Manager to represent the City in the administration and supervision of this contract.

Contractor - the individual, firm or corporation who or which agrees to perform the work or services as set forth in this Agreement.

Debris - all material normally removed after maintenance or installation, such as sand, glass, paper, cans, trimmings, etc.; it does not include larger items such as large stones, wood, cable, etc.

Director - the Leisure Service Director, or his/her designee.

Erosion - the group of natural processes, including weathering, dissolution, abrasion, corrosion, and transportation, by which material is worn away from the earth's surface.

Fertilizer - anything added to the soil to maintain or increase its fertility. Fertilizers may be organic, that is derived from once-living matter, as are manure, compost, and bone meal; or inorganic (artificial), such as soleplate or ammonia or superphosphate, which are prepared in chemical factories.

CITY OF ORMOND BEACH
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Herbicide - a substance that kills plants or inhibits their growth. Nonselective herbicides, generally toxic, are used to clear all plants from a broad area; selective herbicides attack weeds without permanently harming ornamental plants.

Irrigation System - the supply of water to turf grass by an automatic sprinkler system.

Logbook - an official record book with daily entries of project status, pertaining to plant condition, fertilization, herbicide, pesticides, and irrigation repairs.

Pesticide - A chemical substance used to destroy or inhibit the lifecycle of non-beneficial insects or diseases causing pathogens.

Supervision - the act, process, or function of supervising.

Surety - the party which is bound with and for the Contractor to insure the payment of all lawful debts pertaining to and for the acceptable performance of the Agreement.

SCOPE OF WORK AND SPECIFICATIONS – BASE BID ITEMS:

STATEMENT OF RESPONSIBILITIES: The Contractor will be responsible for providing all machinery, equipment, tools, materials, labor, supervision, transportation, supplies, insurance, proper safety measures and all incidentals necessary to provide and perform professional athletic field maintenance service at the Ormond Beach Sports Complex, Nova Community Park, South Ormond Neighborhood Center and the Ormond Beach Middle School.

The proposed contractor will be responsible to maintain and properly care for approximately 71 acres of Bermuda grass. The Contractor shall assume all responsibility for mowing, edging, general clean up, fertilization and pest/fungal/weed control applications to keep the Bermuda sod healthy.

This written scope of services represents the minimum standards required. The ultimate responsibility of the Contractor is to provide Bermuda grass that is at all times attractive and uniformly manicured, which will reflect favorably upon the City and the Contractor.

BERMUDA GRASS MAINTENANCE

1. Ormond Beach Sports Complex – 56 Acres
2. Nova Community Park – 10 Acres
3. South Ormond Neighborhood Center – 2 Acres
4. Ormond Beach Middle School – 3 Acres (Jessica Lunsford Act compliance required)

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Mowing: All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 ¼". The contractor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings. The contractor will not be allowed to mow when the field is saturated, or the grass is too wet for proper distribution of cuttings. Mowing directions shall be alternated in different directions after each cycle mow. Contractor will be responsible for removing all litter and debris from all Bermuda grass areas prior to each mowing to prevent the scattering of foreign material on the playing surface. Contractor will be responsible for moving any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing, and for replacing those moved objects when mowing the area is completed.

March through October: All Bermuda grass shall be mowed three (3) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

November through February: All Bermuda grass shall be mowed two (2) times a week, Monday through Friday, 7:00 a.m. to 3:30 p.m.

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

Edging: All Bermuda grass adjacent to paved surfaces, sidewalks, landscape beds and/ or tree ring shall be edged with a blade edger in order to maintain a clean, crisp and consistent edge line and prevent encroachment. Edging shall occur with every mowing.

Clean up: All excessive grass trimmings and clippings will be collected and removed. All sidewalks will be blown off in order to remove all debris generated during the performance of the contract.

Any damage caused by the above maintenance activities (including the irrigation system), shall be repaired by the contractor at no additional cost to the City

Fertilization, Pest and Weed Control: The contractor will be responsible to apply fertilizer, insecticides, and herbicides to ensure the Bermuda grass is healthy, pest and weed free at all times. The chemicals used shall be applied only in accordance with the manufacturer's instructions. All products are to be applied in such a manner as to insure public safety. The vendor shall adhere to the rules and regulations of the State Board of Health and other local and federal regulations. The contractor shall be responsible for any damages caused by its spraying or broadcasting.

All applicators shall have a State licensed, certified operator on staff or use a City approved sub-contractor that is licensed and certified for pest control.

The contractor shall provide the City Representative with all product MSDS sheets prior to applications. The contractor shall provide a written schedule for staff approval. One approval is granted, the contractor shall provide (24) hour advance notice of their intent to start applications. Signs must be posted after each application identifying the chemicals applied.

Late February or Early March: 15-0-15 50% slow release with 1% Ronstar

60 Days after 1st application: 15-0-15 50% slow release with 1% Ronstar

May: Chipco Choice Slit injection for Mole Crickets

June: 15-0-15

August or September: 15-0-15 50% slow release with 1% Ronstar

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November or December: Blue Tag Winter Rye overseeding (Alternate Bid Item)
December: 15-0-15

AS REQUIRED:

21-0-0, 0-0-62, 6-2-0 Milorganite, Limestone

Herbicides: Q-4, Sencor, Revolver, Speedzone Southern, Certainty

Insecticides: CrossCheck (Bifenthrin), Seven, Advion,

The contractor shall assume the above schedules are an absolute minimum and shall be altered based on need, temperature, rainfall or other conditions that impact growth.

SCOPE OF WORK AND SPECIFICATIONS – ALTERNATE BID ITEMS:

IRRIGATION MAINTENANCE

The contractor shall be fully responsible to operate, maintain and adjust the run times of the irrigation controllers to ensure proper watering of all Bermuda grass. The contractor shall be responsible to maintain the entire irrigation system after the pump, backflow or curb stop and after the service panel.

Prior to the commencement of the maintenance program, the contractor shall have forty-five (45) days from the start of contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the City. The contractor shall be responsible for the integrity of the system after this initial inspection report and subsequent repairs.

The contractor shall run every irrigation zone valve twice per month to evaluate each zone for required repair. All repairs shall be made by utilizing the same manufacturer unless otherwise approved by the City. The contractor shall be required to make all repairs within a 24 hour period. Any form of damage to the irrigation system must be reported to the City Representative immediately upon discovery. The contractor will be responsible to document all materials and labor hours required to operate and maintain the irrigation systems.

OVERSEEDING TURF

The Contractor shall over seed all Bermuda grass a minimum of one (1X) time per year, starting in November or December, as approved by the City Representative with Blue Tag Winter Rye. Spread Winter Rye seed at a minimum rate of one (1) LB per thousand feet, spread in both directions to provide uniform coverage.

CORE AERATION /SPIKING OF TURF

The contractor shall core aerate the Bermuda grass a minimum of two (2X) times per year. Core aeration must be done in both directions to provide uniform coverage.

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VERTICAL MOWING

The contractor shall vertical mow the Bermuda grass one (1x) time per year from April to September, in one direction to control mat and thatch build up.

TOP DRESSING

The Contractor shall topdress the Bermuda grass with a 1/8 inch layer of sterile 50/50 premium sand to fill in voids that occur from use of the fields. The City Representative must approve the topdressing material prior to installation. Golf Specialties Inc. is a preferred material supplier (800) 340-8337

TURF RESTORATION

The Contractor shall be responsible for repairing the Bermuda grass by patching small damaged areas that occur during in season leagues to keep the field in optimum condition. The contractor shall remove the sod with the appropriate equipment (sod cutter or Koro), laser grade if necessary and install 419 Bermuda sod. The new sod must be properly rolled with an appropriate weight roller to level repair.

GENERAL MAINTENANCE TASKS

The contractor shall provide a sufficient number of supervised staff, seven (7) days a week, 365 days per year, to complete the maintenance duties as outlined below, or as directed by the City representative. The contractor is solely responsible to complete all tasks in a reasonable amount of time and/or to not disturb the scheduled use of the playing fields or facilities.

Soccer: Currently, we have 9 soccer fields. Each field may have up to 4 smaller soccer fields on each at the Sports Complex

- Initial layout/paint soccer fields for spring and fall seasons
- Paint soccer fields weekly throughout the spring and fall season
- Paint competitive soccer fields throughout the year
- Move soccer goals onto playing fields and sandbag daily
- Prepare soccer fields for games (i.e., install flags and move player benches)
- Inspect soccer nets and re-strap daily
- Remove/replace trash totes from soccer fields for contractor to empty three times per week
- Pickup loose trash on soccer fields daily
- Layout/paint soccer fields for annual tournaments
- Check fields for holes and fill with proper material daily

Football: Currently have 3 Multipurpose Fields at the Sports Complex

- Layout/paint lines and numbers for football field for all users
- Move bleachers into place as needed
- Install football field equipment for all games (i.e. pylons, yard markers, goal pads, player benches)
- Clean stadium bleachers for trash after each game day
- Put down protective carpets for games

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- Remove protective carpets after games
- Clean press box as needed
- Layout and paint Rugby Fields as needed

Parking Lots/Common Areas:

- Pick up trash and debris daily
- Adjust parking curb stops as required
- Check signs
- Wash signs when needed

Playgrounds: Currently we have 2 Playgrounds at the Sports Complex

- Clean up trash daily
- Rake mulch under swings as needed
- Spread and rake sand in sand areas and sandbox as needed
- Blow sidewalks daily
- Empty trash receptacles into totes and place outside playground for contractor
- Check for loose and missing parts of playground apparatus
- Inspect pavers for proper location and reposition as required

Baseball: We currently have 4 Baseball Fields, 5 Batting Cages at the Sports Complex

- Prepare fields and clay for games and practices (i.e., lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Pick up trash daily
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Spread turface as required
- Apply crimson stone to warning tracks as needed
- Spray , remove weeds and edge warning tracks
- Repair fences and backstops as needed
- Inspect and prepare batting cages (i.e., level clay, lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Routinely check pitching mound height to see that it meets proper specifications
- Use backpack blower to eliminate accumulations of clay and turface along radius area weekly
- Inspect bleachers for safety routinely and hidden bee nests
- Provide total support required by Wendelstedt Umpire School
- Re-attach wind screens and batter's eye screens as needed
- Provide support for tournament user groups and organizations to prepare fields in between games
- Inspect and attach rail cap as needed

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T-Ball: Currently have 4 T-Ball Fields at the Sports Complex

- Prepare clay for practices
- Pick up trash daily
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Properly edge and remove vegetation along edges of all base lines and radius
- Blow out dugouts
- Empty trash receptacles into totes and place outside fields for contractor three times per
- Repair fences and backstops as needed
- Inspect bleachers for safety routinely and hidden bee nests
- Spread turface as required
- Apply or spread clay in low areas as needed
- Clean parking lot as needed
- Inspect and attach rail cap as needed

Softball: Currently we have 5 Softball Fields, 1 Batting Cage at the Sports Complex

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Blow out dugouts
- Apply or spread clay in low areas as needed
- Pick up trash
- Empty trash receptacles into totes and place outside fields for contractor three times per week
- Properly edge and remove vegetation along edges of radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely including hidden bee nests
- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines

Nova Community Center Fields and Amenities: We have 5 Baseball Fields, 5 Batting Cages, 3 Pavilions, Magic Forest Playground, 4 Handball Courts, 5 Tennis Courts, 2 Basketball Courts, Skate Park, interior sidewalks

- Prepare clay for practices
- Prepare fields for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash daily throughout the park
- Empty trash receptacles into totes and place outside fields for contractor three times per week

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- Properly edge and remove vegetation along edges of all base lines and radius
- Remove and replace tarps from each field daily
- Remove equipment placed on field by user groups to proper locations daily
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely and hidden bee nests
- Prepare batting cages (i.e. lay astro turf carpet, paint batters boxes and home plate, adjust cage nets as required)
- Inspect and attach rail cap as needed
- Provide support for tournament user groups and organizations to prepare fields between games
- Set bases and pitching plates to proper requirements per age group
- Maintain clay along fence lines
- Inspect and re-attach wind screens as needed
- Roll up windscreens for hurricane season
- Drop and tie windscreens after hurricane season
- Remove any graffiti found on equipment and facilities or repaint if needed
- Rake mulch under swings, slide etc.
- Wipe down picnic tables with cleaner
- Check for loose and missing parts of playground apparatus
- Check decking for trip hazards
- Clean signs
- Remove Downed limbs and branches
- Blow off pavilions, sidewalks, dugouts, parking lots, handball courts, tennis courts and skatepark.
- Replace tennis nets, center straps and basketball nets as needed.

South Ormond Neighborhood Center: Currently have 1 Softball Field, 1 Playground, 1 Basketball Court, 2 Tennis Courts, 2 Soccer Fields, interior sidewalks

- Prepare clay for practices
- Prepare field for games (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Apply or spread clay in low areas as needed
- Pick up trash throughout entire park
- Properly edge and remove vegetation along edges of all base lines and radius
- Remove equipment placed on field by user groups to proper locations
- Spread turface as required
- Repair fences and backstops as needed
- Use backpack blower to eliminate accumulations of clay and turface out of radius area
- Inspect bleachers for safety routinely, including bee nests

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- Provide support for tournament user groups and organizations
- Set bases and pitching plates to proper requirements per age group
- Remove any graffiti found on equipment
- Rake mulch under swings, slide etc.
- Blow off pavilions, sidewalks, dugouts, parking lot and tennis courts
- Replace tennis nets, center straps and basketball nets as needed.
- Initial layout/paint soccer fields for spring and fall season
- Paint soccer fields weekly during spring and fall seasons

Osceola Elementary: Currently have 2 Softball Fields, 4 handball Courts, 2 Tennis Courts, 2 small Basketball Courts, 1 Pavilion

- Prepare clay for practices
- Prepare field for games and practices (i.e. Lay down lines, paint foul lines, paint bases and home plates, etc)
- Repair fences and backstops as needed
- Set bases and pitching plates to proper requirements per age group
- Pick up trash
- Wipe down picnic tables with cleaner
- Remove and repaint graffiti on handball courts
- Replace basketball nets, tennis nets and center straps as needed.
- Blow off pavilions, handball, tennis courts

Ormond Beach Middle School: Currently have 1 Football Field, 1 large Multipurpose Field used for Football Practice

- Pick up trash
- Layout/paint lines for football field practices weekly during the season

Other Duties as needed:

- Delivery, setup and removal of bleachers to various locations throughout the city for special events and activities
- Supply support staff for 4th of July Celebration
- Supply support staff for Christmas Parade
- Assistance with City Wide emergencies
- Hurricane preparation for all sports complexes

ADDITIONAL CONTRACT REQUIREMENTS :

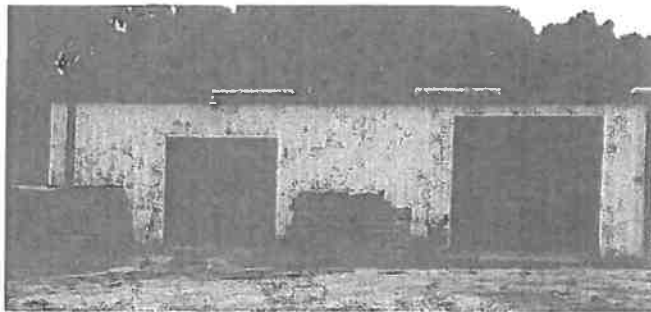
EQUIPMENT: The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to adequately and efficiently perform its Contractual duties. All equipment shall be kept in good repair, appearance, and in a sanitary and clean condition at all times.

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Equipment shall have the name of the Contractor, business telephone number and the number of the vehicle in letters not less than three (3) inches high on each side of the vehicle. The Contractor may also place its corporate logo on the vehicles; however, no other form of advertising shall be permitted on vehicles. The Contractor shall supply the City with a listing of the vehicle numbers normally assigned to performance of duties under this Contract and shall keep the list current.

All equipment shall be kept in good safe operating condition with sharp blades and in such condition that oil and gasoline are not leaked.

EQUIPMENT STORAGE: The Contractor will be allowed to use half of an existing storage building located at the Ormond Beach Sports Complex. The space is approximately 50' x 50'. If alternate #8 and #9 is awarded, the contractor will be allowed to use the entire building. The Contractor will not be required to pay the City to use the building or pay any monthly utility cost.



EQUIPMENT FUELING AND LUBRICATING: Mowers and power equipment shall be fueled and lubricated using proper tools and equipment. Any fuel or oil spills are the sole responsibility of the Contractor to clean up and / or remove at the Contractor's expense. Any damage caused by such fuel or oil spills shall be corrected within three (3) days by Contractor at the Contractor's expense.

CONTRACTOR SCHEDULE: Contractor shall submit a calendar schedule of all work, including a fertilizer timetable, specifying fertilizer manufacturer and formulary, to be performed for one (1) year. A copy of the yearly calendar shall be submitted to City Representative. Contractor shall update schedule on a monthly basis as needed. The use of noise making equipment is restricted to the hours of 7:30 A.M. to 6:30 P.M. Monday through Friday, (unless otherwise approved in writing by the City Representative).

REPLACEMENT OF PLANT MATERIALS: City will be responsible to replace all Bermuda grass that is vandalized, or otherwise destroyed by unforeseen or unpreventable circumstances. However, if the City staff determines that the poor condition of Bermuda grass is due to improper maintenance or irrigation, the Contractor will be responsible for replacing the Bermuda grass at the Contractor's sole expense. City shall be notified of Bermuda grass areas in distress. These grass areas need to be evaluated for plan of action and monitored by Contractor.

SAFETY CONSIDERATIONS: The Contractor is responsible for being in compliance with all OSHA rules and regulations at all times.

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EMERGENCY: The Contractor must respond within one (1) hour to emergency calls placed by the City staff. Contractor shall employ all available means to expedite the service applicable to the nature of the emergency.

STORM DAMAGE CLEANUP: The Contractor must fully cooperate with the City in the cleanup efforts of the Bermuda grass. Storm damage cleanup must be completed within twenty-four (24) hours after the storm event. A storm is defined as winds of 35 M.P.H. or greater, rain in excess of three (3) inches over a twenty-four (24) hour period or other acts of nature. Provided the Contractor has obtained prior written authorization from the City Representative, the Contractor shall be reimbursed for the actual documented cost to the Contractor of all required additional labor, overhead and equipment provided by the Contractor in response to the storm event.

ADDITIONAL MAINTENANCE (Non-emergency): The Contractor is required to complete additional maintenance and/or additional regularly schedule maintenance activities to new site not currently listed within this contract, at the request of City Representative. Additional costs will be in accordance with the executed contacts unit costs, or as otherwise negotiated by City staff for additional site maintenance not presently included within this contract.

EXTRAORDINARY OCCURRENCES: It is agreed that in no event shall the City or Contractor be liable or responsible to each other or any other person to perform work herein provided, where such stoppages or delays result from inclement weather, drought or excessive rain, acts of God, fire, or any other cause not within the control of the City and/or the Contractor.

QUALITY OF SERVICE: The direction and supervision of athletic field maintenance services shall be by competent and qualified personnel and the Contractor shall devote sufficient personnel, time and attention to the direction and detail of the operation to assure performance satisfactory to the City. In the event the quality of work performed is not acceptable to the City or the work is not performed when specified, the City will reduce the next payment using the full price as submitted in this bid for the affected site.

SUPERVISION: The Contractor is responsible for all personnel and supervision required performing work in accordance with these specifications. Supervision will be required for all working hours of the contract. The Contractor and their employees must comply with all City regulations. The Contractor understands that all planning, coordinating, and implementation of the described services shall be done through personal contact between the Contractor and City Representative. Contractor will notify the City Representative (via fax, e-mail, text, or in person) when the specified scheduled services are fully completed. This is to allow the City Representative to inspect for full contract compliance and authorization for scheduled payments. City approved representatives of the Contractor shall be available to meet with the City Representative as required to accomplish the City's objectives. All meetings with the City will be at no charge. **A weekly progress meeting is a requirement of this bid.**

CONTACT PERSON: The Contractor shall provide the name and telephone number(s) of an English speaking contact person in case of an emergency.

The Contractor shall provide the name and telephone of an English-speaking representative to meet periodically with the City Representative.

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CONTRACTORS EMPLOYEES: Contractors employees must be bonded. Proof of bonding must be submitted with bid. The City may request the Contractor to provide a list of employees working certain days, hours, or assignments. Such list must be submitted within two (2) hours (unless otherwise indicated) of the City's request and may include Social Security numbers, driver's license numbers, and addresses.

The City reserves the right to accept or reject any employee of the Contractor.

All personnel must be visible as Contractor's employee(s) by uniform and/or badge while on City property. The Contractor's work force shall be neat and clean in appearance and shall wear identification. Identification shall include the employee's name and company name.

SUBCONTRACTOR: The Contractor is not permitted to use any subcontractors in performing any services related to these specifications unless the Contractor obtains prior written approval from the City Representative or is approved during the bid process.

Approval by the City does not make the City a party of such subcontract, or subject the City to liability of any kind to any subcontractor. No subcontract will, under any circumstances, relieve the Contractor of their liability and obligation under this Contract; and despite any such subletting; the City shall deal through the Contractor. Subcontractors will be dealt with as employees and representatives of the Contractor, and as such shall be subject to the same requirements as are other employees of the Contractor.

VACATION: Contractor shall not be allowed vacation time as part of this contract.

AWARD: The City reserves the right to award any contract(s) to the bidder(s) which it deems to offer the best overall service; therefore, the City is not bound to award any contract(s) based solely on lowest quoted price. The City also reserves the right to negotiate separately with competing bidders as deemed to be in the City's best interest.

COST ADJUSTMENT: No later than June 1, of each contract year, the Contractor may petition the City through the Contract Manager for a rate adjustment to reflect the change in the cost of doing business, as measured by fluctuations in the Consumer Price Index (CPI), All Urban Customers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding July 1-June 30 period. The maximum increase for any annual period shall be four (4%) percent which will only apply to the future year; increases will not be retroactive. The adjusted rate, if approved by the City Commission shall take effect on October 1, of the year in which approved.

TAXES: The Contractor is responsible for paying any and all taxes associated with this agreement.

OTHER AGENCIES: Any bidder(s) awarded a contract resulting from this bid is/are given the privilege and is/are required to permit all public and governmental entities in the State of Florida to participate in the contract under the same terms and conditions. It is understood that at no time will any agency be obligated for placing an order for any other agency. Each agency will only have the authority to obligate itself and will not be held responsible for bills incurred by any other agency. Further, it is understood that each agency will issue its own purchase order(s) or contract to successful bidder(s).

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NON-APPROPRIATION OF FUNDS: In the event sufficient budget funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and the contract shall terminate on the last day of the current fiscal period, without any penalty or expense to the City of any kind whatsoever.

PAYMENT PROCEDURES: Payment will be made after satisfactory completion of the work. Each invoice shall be paid by the CITY within thirty (30) days of receipt, in accordance with the Florida Prompt Payment Act (Part VII, Chapter 218, *Florida Statutes*). Submit invoices to the CITY's Facilities Maintenance Manager, Public Works Department, 501 N. Orchard Street, Ormond Beach, FL 32174. Due to such occurrences if the work scheduled is unable to be performed or cancelled, no payments will be let for service(s) not rendered.

TERMINATION OF AGREEMENT: If the Contractor fails to perform the conditions of the agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the agreement. Termination or cancellation of the agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

This Agreement may not be terminated by the Contractor.

SELECTION OF CONTRACTOR, SUBMITTALS AND BID SCHEDULE

PROFESSIONAL QUALIFICATION: Any firm or individual licensed and bonded to perform the landscape maintenance work, having demonstrable professional experience in the project category for a minimum of 10 years and having interest in providing these services to the City of Ormond Beach, is invited to submit a Letter of Interest and Bid. References will be verified and past performance must be found acceptable by City staff.

INFORMATION TO BE SUBMITTED: The Bid package shall consist of the following:

1. One (1) complete original BID including Bid (ITB) form, Addendum Acknowledgement and completed fee schedule.
2. 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.

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3. One (1) original letter of interest.
4. Philosophy and general project approach of the firm or individual.
5. Proposed organizational chart, with resumes of the project team. Include subcontractors for consideration, if appropriate.
6. Provide financial information (Balance Sheet and Income Statement) for 2011, 2012, and 2013.
7. Past Experience - Similar contracts. List projects which are similar in scope and size that the proposed firm or individual has been awarded within the past five (5) years including:
 - a) Contract name
 - b) Address
 - c) A brief description of the work
 - d) Contract amount
 - e) Duration
 - f) Name of contact with telephone number
8. List of equipment the bidder possesses.
9. Copy of firm's current Operational Business License renewal.
10. Copy of firm's insurance certificates.
11. Conflict, Non-Conflict of Interest Statement and Litigation Statement
A list of all lawsuits that the bidder has been a party to in the past five (5) years
12. Drug Free Workplace Certificate

The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to complete all Work as specified or indicated in the Contract Documents for the Contract Price as indicated in this Bid Proposal and in full accordance with all requirements as set forth in the Contract Documents.

(a) The Contract Documents, which set forth the terms and conditions of the Agreement, are comprised of the signed Quotation, with all related attachments and addendum (if any), any documentation accompanying the Quote, any post-quotation documentation submitted prior to the Notice of Award, the Certificate of Insurance, the Bonds (when required), the Project Specifications and/or Drawings, and any other exhibits identified in the Agreement, together with any modifications issued after the execution of the Agreement.

(b) The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by the OWNER to the CONTRACTOR for performing the Work.

The Contractor is responsible for furnishing and maintaining all equipment in safe operating condition to perform duties in accordance with these specifications.

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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.

HOLD HARMLESS: The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

The City, its agents, employees, and officials, both elected and appointed shall also be held harmless from and against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional, malpractice, or errors and omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

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 (receipt of all of which is hereby acknowledged):

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>May 15, 2014</u>	<u>No. 1</u>
<u>June 2, 2014</u>	<u>No. 2</u>

- (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) BIDDER accepts all of the terms and conditions of the Contract Documents. This Bid will remain open for 120 days after the day of Bid opening. BIDDER will submit the Contract security bonds (when required) and other documents required by the Contract Documents within ten (10) days after the date of OWNER'S Notice of Award.

- (d) 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

- (e) BIDDER will complete the Work for the following price(s):

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Part 1 - Base Bid Schedule

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

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Ormond Beach Sport Complex	56	Acres	\$ 5,815.00 Per Acre	\$ 325,640.00
2.	Nova Community Park	10	Acres	\$ 5,815.00 Per Acre	\$ 58,150.00
3.	South Ormond Neighbor Center	2	Acres	\$ 5,815.00 Per Acre	\$ 11,630.00
4.	Ormond Beach Middle School	3	Acres	\$ 5,815.00 Per Acre	\$ 17,445.00
TOTAL BASE BID					\$ 412,865.00 (Figures)

Four Hundred Twelve Thousand Eight Hundred Sixty Five Dollars and Zero Cents
(Words)

Part 2 – Additive Alternate – Amount to be added to the total Base Bid.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Bid Price</u>
1.	Irrigation Maintenance (Labor Cost)	1,000	Man Hrs @	\$ 38.00 Per Man Hr	\$ 38,000.00
2.	Irrigation Maintenance (Material Allowance)	\$7,500	Times	% 20 Equals Markup	\$ 9,000.00
3.	Over-Seeding	71	Acres	\$ 476.00	\$ 33,796.00
4.	Core Aeration	71	Acres	\$ 97.40	\$ 6,915.40
5.	Vertical Mowing	71	Acres	\$ 73.10	\$ 5,190.10
6.	Top Dressing	2,530	Tons	\$ 40.50	\$ 102,465.00
7.	Turf Restoration (3 Pallet Minimum)	100,000	SF	\$.58	\$ 58,000.00
8.	General Maintenance Tasks (Labor Cost)	12,000	Man Hrs @	\$ 29.25 Per Man Hr	\$ 351,000.00
9.	General Maintenance Tasks (Material Allowance)	\$77,000	Times	% 20 Equals Markup	\$ 92,400.00

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Part 3 – City Used Equipment Purchase Option (this will not affect bid award/contract amount)

The City currently owns equipment which is available for purchase by the Contractor who is awarded this Athletic Field Maintenance Service contract. If interested in potential purchase, Bidders may provide a purchase price for any/all of the City owned equipment listed below. Upon contract award, if the price(s) submitted in the Contractor's bid response are acceptable to the City, they will be deducted from the Base Bid for the first year of the contract only (10/1/14-9/30/15).

	Quantity	Unit	Bid Price
1. 1990 Jacobson F-10, 6,335 Hours New reels installed January, 2014	1	Each	\$ 5,155.00
2. 2010 Toro 7 Reel, 653 Hours	1	Each	\$ 20,520.00
3. 2012 Toro 3 Reel, 358 Hours	1	Each	\$ 12,900.00
4. 2011 Toro 3 Reel, 473 Hours	1	Each	\$ 12,000.00
5. 2000 Turfco CR10 Top Dresser	1	Each	\$ 6,300.00
6. 2013 Vicon Fertilizer Spreader	1	Each	\$ 900.00
7. 2012 Toro Cart 123 Hours with 2013 Toro Sprayer	1	Each	\$ 13,400.00
8. 2013 Toro Top Dresser	1	Each	\$ 10,250.00
9. 1988 Aerator	1	Each	\$ 750.00
10. 1998 Verticutter	1	Each	\$ 3,800.00
11. 1991 Ford Tractor, approx. 804 Hours Pulls verticutter and spreader	1	Each	\$ 4,660.00
12. 2013 McCrane reel push mower	1	Each	\$ 550.00
13. 2005 John Deere 3225C Reel Mower With approx. 2,470 Hours	1	Each	\$ 7,510.00
14. 2009 Toro Sandpro 2,042 Hours	1	Each	\$ 6,300.00
15. 2013 Toro Cart, 1,356 Hours	1	Each	\$ 10,485.00
16. 1991 Ford Tractor 2,402 Hours	1	Each	\$ 2,875.00
17. 2011 Toro Z Turn 1,131 Hours	1	Each	\$ 4,880.00

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18. 2009 John Deere Z Turn 1,161 Hours	1	Each	\$ 3,400.00
19. 2011 Toro Sandpro 1,473 Hours	1	Each	\$ 6,800.00
20. 1999 Toro Sandpro Hours Unknown	1	Each	\$ 5,500.00
21. 2007 Smithco Drag Machine 1,366 Hours	1	Each	\$ 3,260.00
22. 2012 Generator 10 Hours	1	Each	\$ 300.00
23. 2006 Toro Cart 2,968 Hours	1	Each	\$ 2,470.00
24. 2007 John Deere Cart 3,525 Hours	1	Each	\$ 1,450.00
25. 1991 Ford Bucket Tractor 1,891 Hours	1	Each	\$ 6,160.00
26. 2010 Golf Cart Hours Unknown	1	Each	\$ 750.00
27. 2004 Line Laser	1	Each	\$ 5,500.00
28. 2006 Line Laser	1	Each	\$ 6,300.00
29. 2002 Agrimental Blower Hours Unknown	1	Each	\$ 1,500.00

* To provide the City of Ormond Beach with Bermuda Grass that is healthy and attractive at all times, Austin Outdoor recommends three (3) applications of 21-0-0 at 207 lbs./Acre.
Total: 14,697 lbs./Application = 44,091 lbs. Cost = \$21,405.00

BID BOND

Page 1667 of 2049



Aspen American Insurance Company
175 Capital Boulevard, Rocky Hill, CT 06067

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, THAT Aspen American Insurance Company, a corporation duly organized under the laws of the State of Texas, and having its principal offices in Rocky Hill, Connecticut, (hereinafter the "Company") does hereby make, constitute and appoint: Ryan P. Rothrock; Stephen P. Farmer; Pamela Thompson; M. Decker Youngman; Tyler DeBord of Brown & Brown of Florida, Inc. its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge on behalf of the Company, at any place within the United States, the following instrument(s) by his/her sole signature and act; any and all bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto, and to bind the Company thereby as fully and to the same extent as if the same were signed by the duly authorized officers of the Company. All acts of said Attorney(s)-in-Fact done pursuant to the authority herein given are hereby ratified and confirmed.

This appointment is made under and by authority of the following Resolutions of the Board of Directors of said Company effective on April 7, 2011, which Resolutions are now in full force and effect;

VOTED: All Executive Officers of the Company (including the President, any Executive, Senior or Assistant Vice President, any Vice President, any Treasurer, Assistant Treasurer, or Secretary or Assistant Secretary) may appoint Attorneys-in-Fact to act for and on behalf of the Company to sign with the Company's name and seal with the Company's seal, bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said Executive Officers at any time may remove any such appointee and revoke the power given him or her.

VOTED: The foregoing authority for certain classes of officers of the Company to appoint Attorneys-in-Fact by virtue of a Power of Attorney to sign and seal bonds, recognizances, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, as well as to revoke any such Power of Attorney, is hereby granted specifically to the following individual officers of Aspen Specialty Insurance Management, Inc.:

Michael Toppi, Executive Vice President, Scott Sadowsky, Senior Vice President, James Mercier, Senior Vice President, Mathew Raino, Vice President, Scott Mandeville, Vice President and Ryan Field, Assistant Vice President.

This Power of Attorney may be signed and sealed by facsimile (mechanical or printed) under and by authority of the following Resolution voted by the Boards of Directors of Aspen American Insurance Company, which Resolution is now in full force and effect:

VOTED: That the signature of any of the Officers identified by title or specifically named above may be affixed by facsimile to any Power of Attorney for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any and all consents incident thereto, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company. Any such power so executed and certified by such facsimile signature and/or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking so executed.

IN WITNESS WHEREOF, Aspen American Insurance Company has caused this instrument to be signed and its corporate seal to be hereto affixed this 16th day of October, 2013

STATE OF CONNECTICUT

SS. ROCKY HILL

COUNTY OF HARTFORD

Aspen American Insurance Company

Ryan Field, Assistant Vice President

On this 16th day of October, 2013 before me personally came Ryan Field to me known, who being by me duly sworn, did depose and say; that he/she is Assistant Vice President, of Aspen American Insurance Company, the Company described in and which executed the above instrument; that he/she knows the seal of said corporation and the seal affixed to the said instrument is such corporate seal; and that he/she executed the said instrument on behalf of the Company by authority of his/her office under the Resolutions thereof.

Patricia C. Taber

Notary Public

My commission expires: May 31, 2016

CERTIFICATE

I, the undersigned, Ryan Field of Aspen American Insurance Company, a stock corporation of the State of Texas, do hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the Boards of Directors, as set forth above, are now and remain in full force and effect.

Given under my hand and seal of said Company, in Rocky Hill, Connecticut, this 29 day of May, 2014

By:

Name: Ryan Field, Assistant Vice President



* For verification of the authenticity of the Power of Attorney you may call (860) 760-7728 or email: Patricia.Taber@aspen-insurance.com

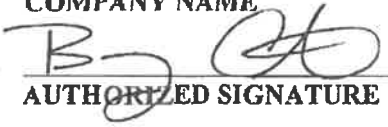
CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

- ☒ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts or property interest 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, contracts or property interest for this project.
- ☐ The undersigned firm has had no litigation on any design 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.

Austin Outdoor, LLC

COMPANY NAME


AUTHORIZED SIGNATURE

Barry Critcher

NAME (PRINT OR TYPE)

Business Development Manager

TITLE

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

DRUG-FREE WORKPLACE CERTIFICATION

IDENTICAL OR "TIE" BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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:

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.

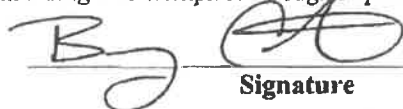
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violation.

Give each employee that engages in providing the commodities or contractual services that are under bid 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 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.

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.



Signature

Barry Critcher
Print Name

Business Development Manager
Title

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

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: _____

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

Contractor 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 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.)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- (b) Commercial General Liability Insurance shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverage (any deviation shall be noted on the Certificates of Insurance):

- a. Premises and 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 than the following amounts for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$50,000 Fire Damage (any one fire)

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

\$3,000,001 & over 20% of the Value of the Contract
[Minimum \$1 Million Each
Occurrence/\$2 Million General Aggregate]

* 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 for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos).

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - \$25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

- (d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

C. Requirements for Certificates of Insurance

- (a) 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.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

- (c) If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.
- (d) 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.
- (e) 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.

D. Policies of Insurance

- (a) Except as otherwise provided in this Agreement, 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.
- (b) For Workers' Compensation coverage only, self-insurance programs are acceptable with a minimum A- rated reinsurance carriers; written confirmation is required.
- (c) All policies of insurance or certificates thereof referred to in this Agreement shall be deposited with the City Clerk.
- (d) The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.

CITY OF ORMOND BEACH
INVITATION TO BID
Athletic Field Maintenance Service
Bid No. 2014-15

City Registration Requirements

VENDOR/CONTRACTOR doing business within the City Limits must be Registered.

Requirements for registering a business are as follows:

State Certified Contractors – Register with Volusia County Contractor Licensing

OR provide the City with:

- Copy of Business Tax Receipt (in the City where your business is located)
- Copy of State License
- Certificate of Insurance showing General Liability and Workers' Compensation

State Registered Contractors - Must go through Volusia County Contractor Licensing

For more information, contact the City's Permit Manager

Phone: (386) 676-3234
btonline@ormondbeach.org

END OF BID



**City of
Ormond
Beach**

***Proposal for
Athletic Field
Maintenance
Services***

June 2014



June 12, 2014

Purchasing Coordinator
City of Ormond Beach, City Hall
22 South Beach Street
Ormond Beach, FL 32174

Re: Proposal for Athletic Field Maintenance Service (ITB-2014-15)

I am pleased to submit Austin Outdoor's proposal for Athletic Field Maintenance Service for ITB-2014-15. Our full-service approach to maintaining the **City of Ormond Beach's** Athletic Fields, from irrigation monitoring to fertilization applications, are all coordinated to deliver the same high level of quality that Austin Outdoor is proud to produce for the **City of Ormond Beach's** Facilities, Parks and Right of Way since 2012.

As you review our proposal, you'll notice that quality, integrity and detailed planning have helped us build strong relationships and maintain nationally award-winning properties for our clients. We promise to serve our clients effectively by providing:

Crystal-Clear Communication

You want to know what's going on, and our people, systems and policies put communication first.

Proactive Attitudes

Procedures, checklists and training all focus on making sure you don't have to manage our work.

Quality Work

Our experienced staff and integrated approach allow us to find unique solutions to meet your needs.

Please find enclosed:

- Philosophy and Project Approach
- Organizational Chart, with Resumes of the Austin Outdoor Team
- Financial Information for 2011, 2012, 2013
- Past Experience and Similar Projects
- Equipment List
- Insurance Certificates
- Conflict, Non-Conflict of Interest Statement, & Litigation Statement
- Drug Free Workplace Certificate

We certify that the proposal and fee schedule for Athletic Field Maintenance Service (ITB-2014-15) will remain in effect for 120 days after the due date. Thank you for the opportunity to further our mission to *create premier properties and build lasting relationships* with the **City of Ormond Beach**.

Best Regards,


Barry Critcher

www.austinoutrigger.net

EAST CENTRAL FLORIDA

3235 North State Street
Bunnell, FL 32110
386.437.6211

NORTHEAST FLORIDA

6926 Phillips Pkwy Drive South
Jacksonville, FL 32256
904.268.2626

CENTRAL FLORIDA

8011 Osceola Polk Line Rd
Davenport, FL 33896
407.396.0529

SOUTHEAST FLORIDA

2665 SW Domina Road
Port St. Lucie, FL 34953
772.344.2300

Mailing Address

PO Box 849
Bunnell, FL 32110
386.437.5143 Fax



Company Overview

Company Overview

Locations, History, Services & Approach



Local Location

Headquarters/Palm Coast Office

3235 N. State Street • Bunnell, FL 32110

386.437.6211 ph • 386.437.5143 fax

Other Locations Include

Jacksonville, Florida

Port St. Lucie, Florida

West Palm Beach, Florida

Orlando, Florida

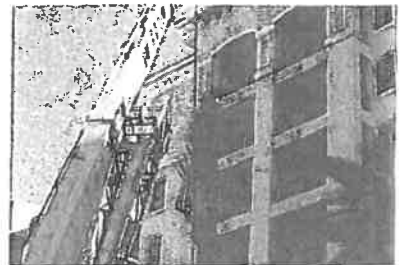
Tampa, Florida

Sarasota, Florida

Atlanta, Georgia

Savannah, Georgia

Charleston, South Carolina



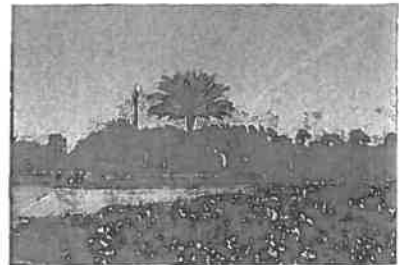
Total Number of Employees

800

Overview

How It All Began

Austin Outdoor was established in 1994 and has since developed a solid reputation as leading landscape professionals. It all began with a single location here in Flagler County and has grown to now include locations across Florida, Georgia, and South Carolina. Each location enables us to manage and enhance a variety of complex landscapes.



Services Offered

Our three distinct landscape divisions – **Landscape Design**, **Landscape Installation** and **Landscape Management** – are equipped to handle a wide variety of projects, including streetscapes, planned communities, condominiums, golf clubs, office complexes, retail establishments and resorts. Our company has the ability to handle all aspects of projects from concept to completion.

Approach

Austin Outdoor takes a client-centric, proactive approach when it comes to landscaping. We partner with our clients to fulfill all your landscape needs while providing sustainable landscapes, according to Best Management Practices.

MISSION STATEMENT

Austin Outdoor is a horticultural organization dedicated to creating, building and maintaining sustainable landscapes. Through our knowledgeable professionals and innovative approach, we provide a wide range of services that enhance client's investments and improve the quality of life.

Our Core

Delivering Our Service Promise



People

At Austin Outdoor, our people make the difference. That's why we go to great lengths to recruit and develop inspired people. Austin Outdoor has over 800 employees.

Vision Statement

Relentless dedication to our Strategic Principle of "Creating premier properties. *Building lasting relationships.*" generates Lasting Value for clients and makes us their company of choice.

Brand Promise

Austin Outdoor is your premier landscaping partner. We will deliver absolutely superior work and treat you as a truly valued client. You can relax because our highly professional team will be extremely responsive to all of your needs, while ensuring that your investment is protected and your property looks great. We will provide a single point of contact offering services from concept to completion. We offer innovative design, years of experience, a full cadre of resources, and an honest passion for creating breathtaking landscapes that are sustainable, showcase the beauty of nature and truly add to the quality of life.

Austin Absolutes

Attitude—Focus on the positive, on what you can do, and not what you can't.

Understanding—Listen, communicate and deliver.

Surpass All Expectations—Meeting expectations is expected; surpassing them will set us apart.

Trust—Trust has to start somewhere. Let it start with you.

Initiative—Own it, really!

Never be Satisfied—Excellence is a journey, not a destination.



AUSTIN ABSOLUTES

The Austin Absolutes were created by our Customer Service Excellence Teams and are the key customer service beliefs, promises and standards that each and every employee of Austin Outdoor must passionately commit to delivering, every single day, for every single client. The Austin Absolutes are based on direct client feedback and the observations of field and business development management.

Exceeding Expectations

By Listening to Our Client's Voice



Each year our clients are asked to spend a few moments responding to a brief online survey and tell us how we are performing in our mission to create premier properties and build lasting relationships.

The survey asks that each client rank Austin Outdoor in the following categories:

Quality of Work
Ability to Meet Expectations
Responsiveness to Individual Needs
Clarity of Information
Level of Respect for You
Overall Satisfaction

It concludes with the simple question:

Would you recommend Austin Outdoor to others?

2014's survey responses are summarized here:

Category	% Positive
Quality of Work	94.8%
Ability to Meet Expectations	93.4%
Responsiveness to Individual Needs	95.1%
Clarity of Information	95.1%
Level of Respect for You	100%
Overall Satisfaction	94.1%
Would Recommend Austin Outdoor	93.9%



Industry Recognition

For Our Premier Properties



PLANET Decade Award

Ocean Hammock; *Palm Coast, Florida; 2010*

PLANET Grand Award

Waldorf Astoria & Hilton of Bonnet Creek; *Orlando, Florida; 2012*

Pinnacle at Symphony Place; *Nashville, Tennessee; 2011*

Bella Collina Clubhouse; *Monteverde, Florida; 2010*

Alfred I. duPont Trust Building; *Jacksonville, Florida; 2009*

Ginn Residence; *Palm Coast, Florida; 2009*

Ocean Hammock; *Palm Coast, Florida; 2009*

The Club at Hammock Beach; *Palm Coast, Florida; 2008*

The Tesoro Clubhouse; *Port St. Lucie, Florida; 2008*

Bella Collina; *Montverde, Florida; 2007*

PLANET Merit Award

AAA National Headquarters; *Lake Mary, FL; 2013*

Technology Park Atlanta; *Peachtree Corners, Georgia; 2013*

Boeing 787 Assembly Plant; *Charleston, South Carolina; 2012*

Grand Haven CDD; *Palm Coast, Florida; 2011*

Yacht Harbor Village; *Palm Coast, Florida; 2011*

Fleming Island Plantation; *Orange Park, Florida; 2010*

Reunion Resort & Club; *Reunion, Florida; 2007*

The Wetbar; *Atlanta, Georgia; 2005*

ABC Award of Excellence

Jim W. Henderson Center; *Daytona Beach, Florida; 2013*

The Pavilion; *Port Orange, Florida; 2012*

Alfred I. duPont Trust Building; *Jacksonville, Florida; 2011*

FNGLA Award of Excellence

Bella Collina Clubhouse; *Montverde, Florida; 2010*

Ocean Hammock; *Palm Coast, Florida; 2009*

Alfred I. duPont Building - Installation; *Jacksonville, Florida; 2009*

The Club at Hammock Beach; *Palm Coast, Florida; 2008*

The Tesoro Club; *Port St. Lucie, Florida; 2008*

The Tesoro Clubhouse - Installation; *Port St. Lucie, Florida; 2008*

Reunion Resort & Club; *Reunion, Florida; 2007*

FNGLA Floriculture Award

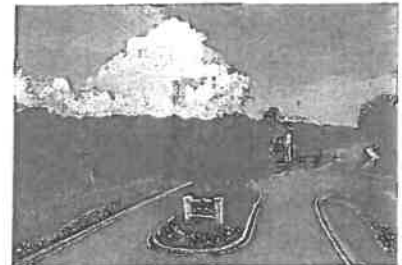
The Tesoro Club; *Port St. Lucie, Florida; 2008*

Reunion Resort & Club; *Reunion, Florida; 2007*

MALTA Merit Award

The Wetbar; *Atlanta, Georgia; 2005*

Johns Creek Medical; *Atlanta, Georgia; 2005*



PROFESSIONAL LANDSCAPE NETWORK (PLANET)

National trade association representing more than 100,000 landscape industry professionals.

ASSOCIATED BUILDERS & CONTRACTORS (ABC)

National association that advances the construction industry.

FLORIDA NURSERY, GROWERS & LANDSCAPE ASSOCIATION (FNGLA)

Florida's leading green industry trade organization.

METRO ATLANTA LANDSCAPE & TURF ASSOCIATION (MALTA)

Metro Atlanta and Georgia's premier landscape organization.

Austin Outdoor, LLC and Subsidiaries

**Consolidated Balance Sheet
March 31, 2014**

ASSETS	2014	2013	2012
Current assets:			
Cash	\$ 73,633	\$ 87,575	\$ (152,815)
Accounts receivable:			
Trade, net	5,023,818	4,853,407	3,014,125
Other	112,714	76,665	165,212
Prepaid expenses and other	1,040,259	400,705	320,241
Inventories	360,363	260,264	315,868
Costs and estimated earnings in excess of billings on uncompleted contracts	330,690	39,036	34,763
Total current assets	6,941,477	5,717,652	3,697,394
Property and equipment, net	4,315,368	5,054,010	4,563,979
Other long term assets	-	-	-
Debt issuance costs, net	-	156,117	50,744
Due from parent	27,353,560	22,229,940	27,217,189
Identifiable intangible assets, net	7,615,266	9,427,522	10,123,696
Goodwill	11,336,695	11,517,897	9,350,383
Total assets	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385
LIABILITIES AND STOCKHOLDERS' EQUITY			
Current liabilities:			
Current portion, installment and subordinated notes payable	\$ 1,701,000	\$ 1,529,223	\$ 5,218,558
Accounts payable, trade	2,420,876	3,016,147	2,496,917
Accrued compensation and payroll taxes	1,116,559	1,178,464	642,150
Other accrued expenses and payables	1,263,183	227,626	292,830
Deferred revenue	-	197,753	177,834
Billings in excess of costs and estimated earnings on uncompleted contracts	175,332	53,618	24,744
Payable to seller	450,000	966,258	1,310,000
Total current liabilities	7,126,950	7,169,089	10,163,033
Subordinated notes payable	30,000,000	29,718,138	22,644,266
Installment notes payable, less current portion	5,950,000	861,833	866,717
Revolving line of credit	350,000	3,491,018	1,925,000
Payable to seller	-	-	500,000
Total liabilities	43,076,950	41,240,078	36,099,016
Commitments and contingencies	-	-	-
Stockholders' equity:			
Common Equity	28,199,478	28,199,478	16,554,577
Accumulated deficit	(13,714,062)	(15,336,418)	2,349,792
Total stockholders' equity	14,485,416	12,863,060	18,904,369
Total liabilities and stockholders' equity	\$ 57,562,366	\$ 54,103,138	\$ 55,003,385

Austin Outdoor, LLC and Subsidiaries

**Consolidated Statements of Operations
For the Fiscal Years Ended March 31, 2012 to 2014**

	2014	2013	2012
Sales	\$ 56,400,006	\$ 55,446,087	\$ 28,530,740
Cost of sales	45,106,273	43,877,705	21,997,110
Gross profit	11,293,733	11,568,382	6,533,630
Operating expenses:			
General and administrative	7,401,081	8,085,000	4,621,719
Total operating expenses	7,401,081	8,085,000	4,621,719
Net income from operations	3,892,652	3,483,382	1,911,911
Other income (expense):			
Amortization of identifiable intangible assets	(1,812,231)	(1,845,480)	(1,070,692)
Interest expense	(533,166)	(905,901)	(646,129)
Gain on disposal of assets	75,101	17,458	(1,377)
Total other expense	(2,270,296)	(2,733,923)	(1,718,198)
Net income before income tax expense	1,622,356	749,459	193,713
Income tax expense (benefit)	-	-	(725,039)
Net income	\$ 1,622,356	\$ 749,459	\$ 918,752

Fleet & Equipment

Throughout Austin Outdoor's Facilities



Available Fleet/Equipment	Quantity
Mowers (Various Sizes)	250+
Pick-Up Trucks	70+
Irrigation Trucks	20+
Super Lawn Trucks	15+
Water Trucks	2
Other Various Trucks (Including 2 Semi-Trucks)	50+
Miscellaneous Motorized Carts	100+
Various Caterpillar Equipment	30+



NOTE OF INTEREST

Austin Outdoor takes great care when maintaining its fleet and equipment. It ensures all equipment has regularly scheduled preventative maintenance and care.



Approach

The City of Ormond Beach

Athletic Field Maintenance

Approach to Scope of Services



The following is an explanation of Austin Outdoor's approach to providing turfgrass management services for the City of Ormond Beach's Athletic Field Maintenance:

I. TURFGRASS MAINTENANCE PROGRAM

A. Turfgrass Specifications

1. Mowing

- a. All Bermuda grass will be mowed with appropriate reel type mowers at a minimum height of 1 1/4". Austin Outdoor shall provide a cut that is clean and sharp, with no streaks or scalping and with uniform distribution of cuttings.
- b. Mower blades will be kept sharp at all times to prevent tearing of grass leaves.
- c. Various mowing patterns will be employed to insure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- d. Austin Outdoor will move any trash receptacles and soccer goals from Bermuda grass areas prior to each mowing and will replace those moved objects when mowing of the area is complete.

2. Edging & Trimming

- a. Austin Outdoor will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- b. Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris.
- c. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- d. All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass.
- e. "Hard" edging, "Soft" edging and string trimming shall be performed in conjunction with turf mowing operations.
- f. Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

3. Debris Removal

- a. Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- b. Removal of all landscape debris generated on the property during landscape maintenance is the sole responsibility of Austin Outdoor, at no additional expense to the City of Ormond Beach.

4. Fertilizer

- a. Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements. Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions.
- b. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.
- c. Please see *Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service* attached.

Approach

Page 2



5. Insect, Disease, and Weed Control

- a. Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of **Austin Outdoor**.
- b. All products will be applied as directed by the manufacturers' instructions and in accordance with all state and federal regulations.
- c. **Austin Outdoor** must possess and maintain an active certified Pest Control License issued through the Florida Department of Agriculture and Consumer Services. Only trained applicators will apply agricultural chemicals.
- d. Access to a water source on the **City of Ormond Beach's** property must be provided for use in spray applications.

B. Irrigation (*contingent upon addition to the scope of services*)

1. Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
2. Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
3. Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
4. **Austin Outdoor** will promptly inform the client of any system malfunction or deficiencies.
5. Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**. In the event that a problem arises to the system that could result in additional damage occurring or threat to safety, **Austin Outdoor** will immediately make the necessary repairs and then contact the **City of Ormond Beach**.

II. ADDITIONAL SERVICES

- A. **Austin Outdoor** will provide extra services (such as irrigation repair and plant material replacement), special services and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of the **City of Ormond Beach**.

III. PERSONNEL

- A. **Austin Outdoor** will provide all labor, transportation and supervision necessary to perform the work described herein.
- B. Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- C. Personnel will be licensed for all applicable maintenance functions, including any pesticide applications, as required by law.
- D. **Austin Outdoor** recognizes that its personnel are perceived as representatives of the **City of Ormond Beach** while on the **City of Ormond Beach's** property and, as such, will conduct themselves in an efficient, well-mannered, well-groomed and workman-like manner at all times.
- E. Any damage caused by **Austin Outdoor** personnel shall be repaired promptly at no cost to the **City of Ormond Beach**.
- F. **Austin Outdoor** may utilize qualified subcontractors at any time during the agreement period (e.g. palm pruning, mulch, and irrigation).
- G. All work performed by **Austin Outdoor** will be coordinated with the **City of Ormond Beach** to minimize disruption and to maximize safety to people and vehicular traffic on the property.

Approach

Page 3



IV. AUSTIN OUTDOOR'S VEHICLES AND EQUIPMENT

- A. **Austin Outdoor** service vehicles must be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- B. All **Austin Outdoor** vehicles must operate in a safe and courteous manner while on the **City of Ormond Beach's** property. Pedestrians have the right-of-way, and service vehicles are expected to yield.
- C. All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- D. Tools and equipment must be properly suited for their purpose and used in a safe manner utilizing the appropriate safety gear when necessary.

V. ADDITIONAL PROVISIONS

- A. Property inspections will be conducted regularly by an authorized **Austin Outdoor** representative. **Austin Outdoor** will document and correct any turfgrass issues or deficiencies immediately and provide a status update for work requiring a longer period to accomplish.
- B. **Austin Outdoor** will provide the **City of Ormond Beach** with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

Comprehensive Program for the City of Ormond Beach Athletic Field Maintenance Service



In accordance with our industry's Best Management Practices, we propose the following chemical program for your Athletic Fields:

Round 1

Application Period: March 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 2

Application Period: May 1st
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 3

Application Period: May
Product: Chipco Choice Slit Injection

Round 4

Application Period: June 15th
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 5 - AUSTIN OUTDOOR RECOMMENDS

Application Period: July
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 6

Application Period: August 15th
Product: 15-0-15, Ronstar 1% (.95), 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre

Round 7 - AUSTIN OUTDOOR RECOMMENDS

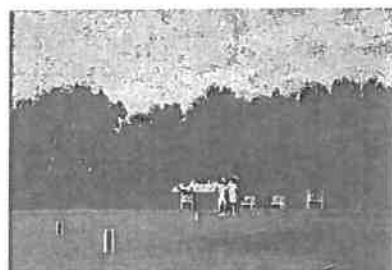
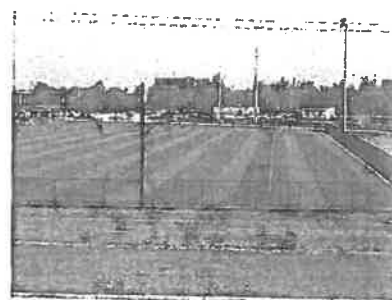
Application Period: September
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 8 - AUSTIN OUTDOOR RECOMMENDS

Application Period: October
Product: 21-0-0 *recommended for turf recovery*
Application Rate: 1lb/1000sf = 207lbs/acre

Round 9

Application Period: December
Product: 15-0-15, 50% Poly Slow Release
Application Rate: .5lbs Nitrogen/1000sf = 142lbs/acre



TOTAL MATERIAL

15-0-15 with Ronstar	30,246 lbs
15-0-15	20,164 lbs
21-0-0	44,091 lbs

Fertilization and Chemicals

Professional, Responsible Solutions



Fertilization and chemicals are often times fundamental to the health of a landscape. Austin Outdoor's team of licensed and experienced professionals know the needed nutrients for your property and we apply them through environmentally sensitive practices.

Fertilization

Our fertilization programs are customized for each property. After all, each property has it's own set of specific needs and requirements. Having developed fertilization programs for golf courses, resorts, and athletic fields, our knowledge is extensive, and we apply what we've learned on every property we service.

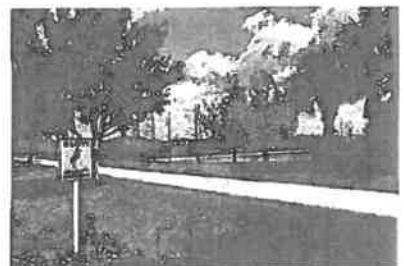
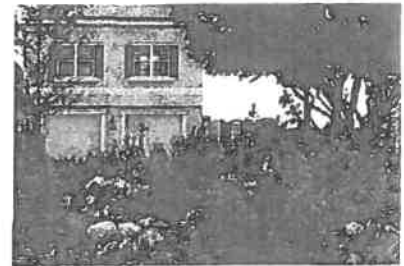
Chemicals

Pest management is often needed to protect your living assets. Ants and other bugs can sometimes destroy plant material quickly. Invasive weeds can crowd out healthy landscapes. Our pro-active team identifies problems and works to rid your landscape of harmful weeds and pests.

Sustainability

Protecting the environment is one of our top priorities. Our fertilization and chemical programs are built around minimizing our environmental footprint. Some of the ways we reduce our environmental impact are:

- Use slow-release fertilizers that minimize run-off
- Nutrient Management—we provide nutrient's based on the plant's need
- Follow State, County and City Best Management Practices to prevent pollution of water sources



Plan for Success

The Maintenance Service Transition



Prepared for **City of Ormond Beach - Athletic Field Maintenance Service**

30 Day Plan:

- ☐ Meet with the Director to review 30 – 60 – 90 Day Plan
- ☐ Review overall conditions of all Athletic Fields with Director
- ☐ Discuss upcoming special events, games, etc. and adjust schedule accordingly
- ☐ Take soil samples of all Athletic Fields
- ☐ Adjust turf treatments based on previous applications and soil test
- ☐ Immediately begin mowing the fields
- ☐ Identify any safety hazards and correct immediately
- ☐ Identify preventative maintenance measures and act upon immediately
- ☐ Identify and report any needed repairs to the facilities and grounds
- ☐ Identify areas for sodding
- ☐ Spot treat weeds in turf and in bed spaces
- ☐ Begin weed control program in infield, sidewalks, parking lots etc
- ☐ Complete an irrigation audit of the entire system
- ☐ Present irrigation deficiencies with plan for corrections
- ☐ Discuss any further areas of concern with the Director

60 Day Plan:

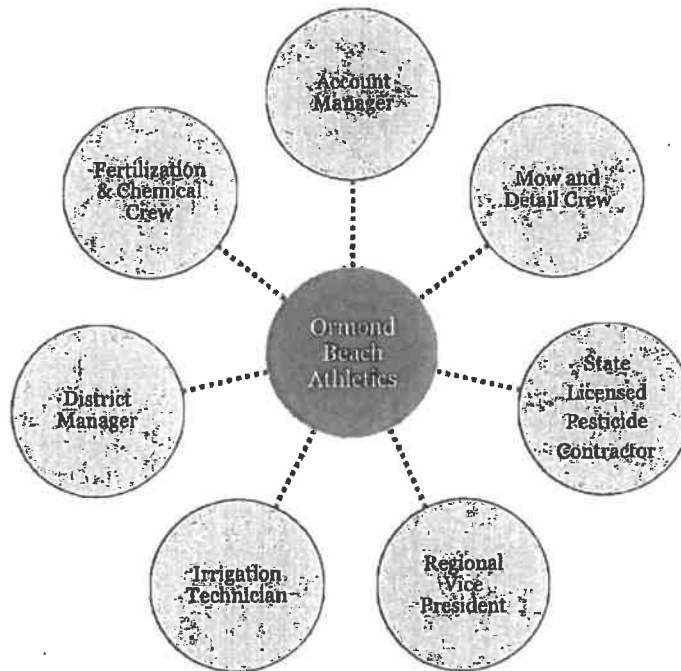
- ☐ Continue irrigation maintenance and inspections
- ☐ Continue all inspection as listed above
- ☐ Continue RoundUp applications throughout property
- ☐ All procedural maintenance to Athletic Fields
- ☐ Discuss options to improve "curb appeal" in high profile areas
- ☐ Walk Athletic Fields with Director to evaluate improvements

90 Day Plan:

- ☐ Continue irrigation maintenance/inspections
- ☐ Continue turf weed applications as needed
- ☐ Continue RoundUp applications throughout property
- ☐ Continue all procedural maintenance items
- ☐ Assess results from actions taken in 30 day and 60 day plans.
- ☐ Walk Athletic Fields with Director to evaluate improvements



Austin Outdoor Staffing



Account Manager:

The Account Manager represents the vital link between Austin Outdoor and your Athletic Fields. In that capacity, he arranges, schedules and directs daily delivery of services in accordance with the performance specifications for your fields. The primary responsibilities outlined below are carried out in a manner that will assure peak efficiency and the delivery of high-quality products and services. The Account Manager reports directly to the District Manager and works closely with support service managers (Fertilization & Spray, Irrigation) in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations Activities
- ✓ Client Relations and Service
- ✓ Budgeting and Cost Tracking
- ✓ Quality Control
- ✓ Safety
- ✓ Training
- ✓ Employee Evaluation and Development
- ✓ Sustainable Practices

Mow and Detail Crew:

The Mow and Detail Crew consists of a team of experienced landscape and maintenance professionals. Their focus will be on maintaining the Athletic Fields with our commercial equipment in accordance with the specifications of the contract. This includes mowing with reel or rotary mowers, depending on the turf type, blowing, vacuuming, edging and policing (trash pick up). They will fulfill all of the obligations set forth and directed by the Account Manager.

Austin Outdoor Staffing

Page 2

Irrigation Technician:

The Irrigation Technician oversees all irrigation practices including timers, valves, sprayers and piping. Once per month (unless otherwise noted in the contract specifications), the Irrigation Technician will walk through each zone and assure all irrigation functions work properly. Small adjustments will be made in order to assure water conservation and proper watering techniques. Any major irrigation problems will be expressed and appropriated according to the process defined by Account Manager and District Manager.

State Licensed Pesticide Contractor:

This contractor will treat each of the Athletic Fields with EPA approved pesticides in accordance with best management practices and will be over-seen/managed through our assigned Account Manager.

Fertilization & Chemical Crew:

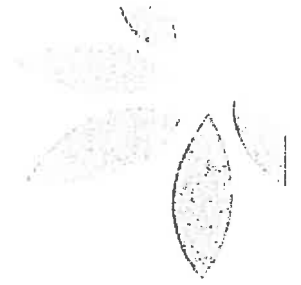
The Fertilization & Chemical Crew utilizes proper and sustainable fertilization methods that best fit the fields' need and contract specifications. All fertilization and chemical team members are fully trained and licensed. The team is also proactive in alternative fertilization methods that are earth-friendly and sustainable.

District Manager Oversight:

The District Manager is responsible for Austin Outdoor's landscape installation and management operations and personnel within the district. The primary responsibilities outlined below are carried out in accordance with the strategic plan and in a manner that will assure peak efficiency and the delivery of high-quality products and services. The District Manager reports directly to the Regional Vice President, and works closely with the Executive Team, Business Development Department, Purchasing Agent, other Division Managers, and Office Management in fulfillment of his regular duties.

Responsible for:

- ✓ Planning, Scheduling and Implementation of Field Operations
- ✓ All Landscape Management Practices
- ✓ All Landscape Construction Practices
- ✓ Client Relations and Service
- ✓ Quality Control
- ✓ Safety
- ✓ Training



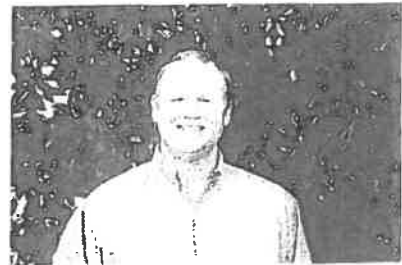
Personnel

Key Management

East Central Florida District



Name & Title	Years of Related Experience
Brian Martin Regional Vice President	24 years
Paul LaMontaine District Manager	34 years
Barry Critcher Business Development Manager	20 years
Ryan Smith Account Manager	9 years
Christopher Rodriguez Fertilization Specialist	8 years
Jack Zemball Pest Management Specialist	18 years
TOTAL	113 years



PICTURED
Brian Martin, Paul LaMontaine, and
Barry Critcher

Your Service Team

Overseeing Your Premier Property



To oversee the delivery of Athletic Field Maintenance Services, Austin Outdoor proposes allocation of the following strategic resources to the City of Ormond Beach:

Executive Oversight: *Brian Martin*, Regional Vice President, South, will be the high level point of contact, always accessible to the City of Ormond Beach. Mr. Martin will oversee local management to insure that our quality and service delivery are exceeding expectations.

Property Oversight: *Paul LaMontaine*, District Manager, will conduct weekly property inspections to insure that all properties are maintained at the expected level of service excellence.

Ongoing Relationship Building: *Barry Critcher*, Business Development Manager, will be engaged to insure that the ongoing client relationship standards of Austin Outdoor are maintained once landscape services have begun on the properties.

Account Manager: *Ryan Smith*, Account Manager, is responsible for direct, daily oversight of all crew members and the services performed for the City of Ormond Beach. As the dedicated Account Manager, he will continue to be the primary point of contact for all landscape service requests and activities for the City, expanding the role he has occupied for the past year to include the City's Athletic Fields. To assist Mr. Smith with day-to-day responsibilities in his expanded role will be an assigned *Assistant Account Manager*.

Crew Foreman: Each Athletic Field maintenance crew will be assigned a *Crew Foreman* who is responsible for his crew's completion of the daily tasks, scheduled and directed by the dedicated Maintenance Account Manager. He is additionally responsible for his crew's equipment and their adherence to Austin Outdoor's Code of Conduct and Safety Guidelines.

Brian K. Martin

PROFESSIONAL EXPERIENCE SUMMARY

As **Regional Vice President** for Austin Outdoor, Brian Martin is responsible for managing all Florida landscape operations. This includes oversight of eight service locations with over 500 employees.

EDUCATION

1988 - 1994 BLA, Landscape Architecture	Virginia Tech	Blacksburg, VA
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PROFESSIONAL EXPERIENCE

Jan 2005-Present	Austin Outdoor	Bunnell, FL
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Regional Vice President

- Responsible for all Florida landscape operations.
- Oversees six districts and over 500 employees.
- Builds operational strategies that improve company-wide quality.
- Manages operations training and leads continuous improvement efforts.

VP Business Development

- Responsible for all aspects of Business Development.
- Coordinates all Landscape Maintenance and Construction estimating and proposals.
- Manages Business Development Team of four.
- Creates marketing strategies, company collateral, and branding platform.

District Manager

- Responsible for all aspects of landscape management within the Palm Coast District.
- Knowledgeable of each project's specifications and budget.
- Ensure quality inspections are conducted on a regular basis.
- Identify equipment and resources needed for each project.
- Maintain up-to-date list of all personnel and job activities.
- Assure preventative maintenance is performed on all equipment.

June 1992-June 2004	Brickman	West Palm Beach, FL
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Branch Manager – Jan 1998 to Dec 2002; Dec 2003 to May 2004

- Overhauled and rebuilt existing team and quality control measures.
- Managed 10 full time and 50 hourly employees.

Brian K. Martin Page 2

- Created and adjusted/followed annual budget.
- Oversaw all financial aspects of branch – A/P, A/R, monthly close, etc.
- Grew Branch from 1 million to over 3 million in annual revenue.

Florida Regional Trainer – Jan 2003 to Dec 2003

- Conducted interactive superintendent meetings.
- Assisted Regional Manager throughout FL region.
- Presented specialized training – i.e. annual installation, mowing efficiency, plant i.d., etc.
- Responsible for new employee orientation and mentoring.
- Orchestrated production of horticultural, production, safety, and cultural training videos.
- Selected and monitored sites in FL to be photographed for upgraded company website.

Superintendent/Supervisor/Intern – Annapolis Maryland – June 1992 to Dec 1997

- Balanced quality of job sites with production efficiency.
- Produced monthly production schedules.
- Monitored weekly material and labor costs.
- Managed one crew with responsibility increasing to five crews.
- Ran commercial landscape maintenance job mix.
- Performed landscape enhancements.

CERTIFICATIONS

- Certified Pest Control Operator – Lawn & Ornamental

Paul LaMontaine

PROFESSIONAL EXPERIENCE SUMMARY

As the **District Manager** of our East Central Florida region, Paul LaMontaine is responsible for overseeing all of the division's current and upcoming projects. He coordinates operations, which includes personnel, equipment, safety regulations, plant material and other resources. He works with each project to maintain the highest quality project and service.

Paul brings 36 years experience in operations, facilities management, purchasing and construction to the company.

EDUCATION

1992	Harvard Business School	White Plains, NY
Continuing Education—Management Excellence Service		
1984	Harvard Business School	White Plains, NY
Continuing Education—Achieving Breakthrough Service		
1975 - 1977	Henry Ford Community College	Dearborn, MI
AS, Business Management		

RELEVANT PROFESSIONAL EXPERIENCE

2003 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>District Manager</i>		
• Responsible for landscape operations and personnel within the Palm Coast District. • Works with all plans, blueprints and specifications for each project and has knowledge of the budget and timeframe. • Hires and coordinates construction and management crews. • Balances the workload and materials for each project. • Maintains up-to-date roster of all personnel and job activities. • Identifies equipment and resources needed for each project. • Assures that preventive maintenance is performed on all equipment. • Conducts regular inspections of in-progress projects.		
1974 - 2003	Frank's Nursery and Crafts	Troy, MI
<i>1992-2003 Assistant Vice President Facilities Management</i>		
• Was responsible for maintenance, repair and construction for all company facilities and properties. • Purchased furniture, fixtures and store supplies.		

Paul LaMontaine Page 2

- Intermediary for store operations to real estate planning and legal/risk management department.
- Maintained fleet services, material handling equipment, trash/recycling and vending services.
- Responsible for operational expense and capital in excess of \$15 million annually.

1989-1992 Director Operations/Facilities in Florida

- Responsible for controlling assets, regional purchasing/advertising, and facilities of 31 stores.

1984-1989 Director Operations/Facilities in Tampa & Orlando

- Assisted in the research, planning, product mix and construction of 31 new stores.

1978-1984 District Manager – Southeastern Michigan

1975-1978 Manager – Southeastern Michigan

1974-1975 Assistant Manager – Southeastern Michigan

MILITARY

U.S. Marine Corps, E-5, Honorable Discharge	1970-1974
Marine Corps Institute, Washington DC	1973
Non-Commissioned Officers Leadership School	1972
Tracked Vehicle School	1970

Barry Critcher

PROFESSIONAL EXPERIENCE SUMMARY

As the **Business Development Manager**, Barry Critcher is responsible for building strong, lasting relationships with both management and construction clients and potential clients in the East Central Florida region. Barry has over 20 years experience in sales and business development, which provides him with the knowledge and experience to promote the company's capabilities.

EDUCATION

1984 - 1989	Appalachian State University	Boone, NC
BS, Business Administration		

RELEVANT PROFESSIONAL EXPERIENCE

2005 – Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Business Development Manager</i>		

- Responsible for building strong, lasting relationships with clients and potential clients.
- Prepares contracts and proposals that are responsive to client needs.
- Responsible for sales, estimating, contract administration and plant purchasing.
- Solicits field feedback to enhance estimating accuracy and pricing.
- Manages the process of bid preparation resulting from the estimating process.
- Continually updates clients on the status of upcoming and/or current work.

1989 – 2005	Hollar & Greene Produce, Inc.	Boone, NC
<i>Branch Manager / Business Development Manager</i>		

- Worked closely with wholesalers, distributors and retailers to provide quality products.
- Managed \$4 to \$5 million per year in business development.
- Oversaw quality control of the product.
- Managed the distribution and inventory of the product.

Ryan Smith

PROFESSIONAL EXPERIENCE SUMMARY

As the **Account Manager** at Austin Outdoor, Ryan Smith is responsible for coordinating, implementing and maintaining large, complex maintenance projects for the City of Ormond Beach on a daily basis. He brings experience and knowledge in golf course operations, turfgrass maintenance, equipment operations and fertilizer/chemical applications.

EDUCATION

Daytona Beach Community College	Daytona Beach, FL
AAS Degree, Golf Course Management, Turfgrass Management	

The Golf Academy of the South	Altamonte Springs, FL
Occupational Associates Degree, Golf Operations & Management	

PROFESSIONAL EXPERIENCE

Oct 2012 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Account Manager - City of Ormond Beach</i>		

- Arranges, schedules and directs daily delivery of services.
- Ensures peak efficiency of each project.
- Ensures delivery of high-quality projects and services to client.
- Continually updates client on project status.
- Identifies opportunities to enhance client properties.
- Responsible for daily direction and oversight of field crews.
- Conducts regular property inspections.
- Conducts field-safety training and encourages safety procedures.
- Conducts ongoing operation training.

2011 - 2012	All Pro Land Services	Deleon Springs, FL
<i>Crew Foreman, Business Development</i>		

- Supervise maintenance and installation staff daily.
- Oversee all aspects of training and quality control.
- Managed workflow and customer service.
- Developed new business relationships for the company.
- Coordinated all subcontracting.
- Ensure all timelines were met on budget.

Ryan Smith

page 2

2010 - 2011

Edwin Watts Golf

The Villages, FL

Assistant Manager

- Manage and train employees in customer service.
- Oversee all aspects of inventory and loss prevention.
- Supervise employees in day to day operations.
- Reach sales goals by building relationships with customers.

2007 - 2010

Tree Tops Golf at GolfUSA

Lady Lake, FL

General Manager

- Supervise all aspects of day to day operations.
- Oversee all customer service delivery.
- Develop and maintain a multi-faceted facility.
- Coordinate all activities for this high volume range.

2005 - 2007

Debary Golf Club

Debary, FL

Assistant Superintendent

- Supervise maintenance staff on day to day operations.
- Controlled inventory for entire maintenance operation.
- Developed annual budget.
- Held weekly staff meetings.
- Directed a \$150,000 course renovation project.

Christopher Rodriguez

PROFESSIONAL EXPERIENCE SUMMARY

As the **Fertilization Specialist** at Austin Outdoor, Christopher Rodriguez is responsible for coordinating and performing applications of fertilizers and chemical treatments on our high profile properties.

EDUCATION

Spruce Creek High School

Port Orange, FL

RELEVANT PROFESSIONAL EXPERIENCE

July 2008 - Present

Austin Outdoor, LLC

Palm Coast, FL

Fertilization Specialist

- Perform fertilizer and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass deficiencies.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

2006 - 2008

Middleton Pest Control

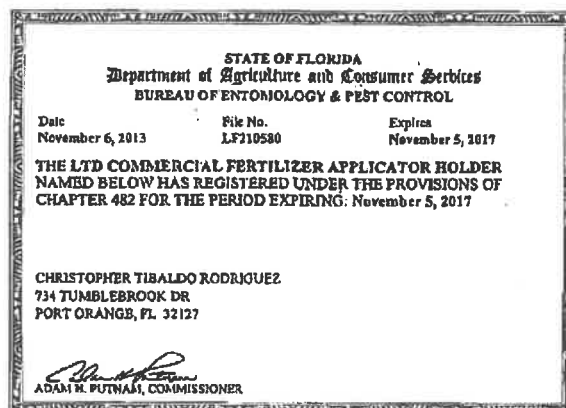
Orlando, FL

Chemical Room Supervisor, Commercial Crew Leader

- Kept daily, weekly, and monthly reports of usage by technicians.
 - Deliver excellent customer service to route clients.
 - Delegate responsibilities to crew personnel.
 - Oversee proper application techniques.
- Ensure quality with regular inspections and client interviews.

CERTIFICATIONS

Florida Ornamental and Turf Pesticide License (2009- present)



John Zemball

PROFESSIONAL EXPERIENCE SUMMARY

As the **Pest Management Specialist** at Austin Outdoor, John Zemball is responsible for coordinating and performing applications of pesticides and chemical treatments on our high profile properties.

EDUCATION

Daytona Beach Community College	Daytona Beach, FL
AAS Degree, Golf Course Operations, Turfgrass Management	

RELEVANT PROFESSIONAL EXPERIENCE

Jan 2006 - Present	Austin Outdoor, LLC	Palm Coast, FL
<i>Pest Management Specialist</i>		

- Arranges, schedules and directs daily delivery of management services.
- Perform pesticide and chemical applications to assigned properties.
- Monitor turfgrass and overall landscape health needs.
- Identify and diagnose turfgrass pest risks.
- Maintain appropriately detailed documentation as required by the Department of Agriculture and Consumer Services
- Take a proactive approach to safety by regularly attending field safety training and utilizing required safety equipment.

1996 - 2006	Club De Beaumont Golf Course	Ormond Beach, FL
<i>Spray Technician</i>		

- Supervised and coordinate activities of staff responsible for improving the grounds and turf for the course.
- Executed daily operations and spray applications.
- Established Agronomic practices to ensure best possible playing conditions for the course.
- Trained staff in best practices for safe usage of chemicals, equipment, and processes.
- Conducted regular reviews of the grounds, course and staff performance.

John Zemball

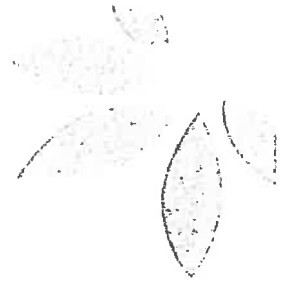
page 2

CERTIFICATIONS

- Florida Ornamental and Turf Pesticide License
- Aquatic Spray License
- Florida Master Gardner

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date April 11, 2014	File No. JF154751	Expires June 1, 2015
THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2015		
JOHN W ZEMBALL 788 LAKE WOOD DRIVE DAYTONA BEACH, FL 32117		Lawn and Ornamental
 ADAM H. PUTNAM, COMMISSIONER		

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF ENTOMOLOGY & PEST CONTROL		
Date May 23, 2013	File No. JF154751	Expires June 1, 2014
THE CERTIFIED PEST CONTROL OPERATOR NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: June 1, 2014		
JOHN W ZEMBALL 788 LAKE WOOD DRIVE DAYTONA BEACH, FL 32117		Lawn and Ornamental
 ADAM H. PUTNAM, COMMISSIONER		



Experience

Experience Listing



Project Name Blue Cross Blue Shield of Florida
Campus and Athletic Complex

Annual Investment \$332,000

Client Since 2011

Client Contact Information Russell Peacock
Senior Manager
Blue Cross Blue Shield of Florida
4800 Deerwood Campus Parkway
Jacksonville, Florida 32246
T: 904.945.0621



BCBS of Florida Campus

Project Name Johns Creek Parks & Presbyterian
Athletic Fields

Annual Investment \$230,000

Client Since 2010

Client Contact Information Rees Wait
Vice President of Development
TPA Group
3350 Engineering Drive, Suite 250
Norcross, GA 30092
T: 770.497.1400



Natural Setting at Johns Creek

Project Name Father Lopez Catholic High School
Campus and Athletic Fields

Annual Investment \$75,000

Client Since 2008

Client Contact Information Patricia Dailey
Assistant Principal
Father Lopez Catholic High School
3918 LPGA Boulevard
Daytona Beach, FL 32124
T: 386.253.5213

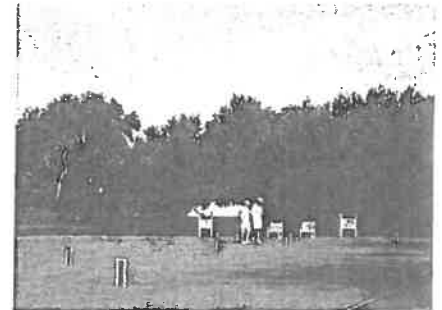


Father Lopez High School Campus

Experience Listing



Project Name Grand Haven
Grounds and Croquet Courts
Annual Investment \$534,000
Client Since 1997
Client Contact Information Barry Kloptosky
Operations Manager
Grand Haven
2 North Village Parkway
Palm Coast, FL 32137
T: 386.447.1888



Grand Haven Croquet Courts

Project Name Hammock Beach Club
Grounds and Putting Course
Annual Investment \$375,000
Client Since 2003
Client Contact Information Carlton Grant
Operations Manager
Hammock Beach Club
200 Ocean Crest Drive
Palm Coast, FL 32127
T: 386.246.5500



Hammock Beach Club Putting Course

Project Name Savanna Club
Golf Course
Annual Investment \$368,000
Client Since 2009
Client Contact Information Elfi Collins
General Manager
Savanna Golf Club
3490 Crabapple Drive
Port St. Lucie, FL 34952
T: 772.879.1316



Savanna Club Golf Course

Experience

Landscape Management and Improvements



Project Name **Blue Cross Blue Shield of Florida**

Project Type Premier Corporate Campus

Project Location Jacksonville, FL

Project Scope

Blue Cross Blue Shield of Florida is comprised of three separate campuses in Jacksonville. The main corporate campus, which accommodates 6,500 employees, hosts eight buildings, a large lake, a reflecting pond and a class "A" athletic complex, which includes basketball and tennis courts, sand volleyball courts and Bermuda soccer fields.

Blue Cross Blue Shield of Florida requires impeccable landscape maintenance services and quick responsiveness for enhancement needs. As an example, BCBS required a new baseball field to be constructed on the corporate campus with little lead time.

Austin Outdoor was able to construct the ball field on a moment's notice. Due to this flexibility and ability to respond quickly, BCBS of Florida has awarded Austin Outdoor with additional service areas and responsibilities.

Every Sunday for four hours, a property evaluation and drive thru is completed with senior level executives and Austin Outdoor's District Manager.



The Scope of Work

Due to the nature of working on a large corporate campus, landscape services must be completed during off peak hours and weekends. These services include high-level arborist care for 1173 large oaks, high-level and specialty irrigation maintenance, sports fields demands (painting, sand replenishment, detailed weeding programs, and specialty fertilization and pesticide programs. Additionally, the campus is constantly making major upgrades and requires professional landscape installation services.

Experience

Landscape Management and Improvements



Project Name Johns Creek Owners Association

Project Location Johns Creek, GA

Project Type Mixed-Use Master Planned Community
Landscape Maintenance

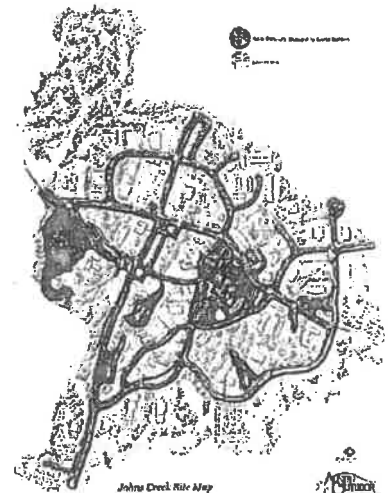
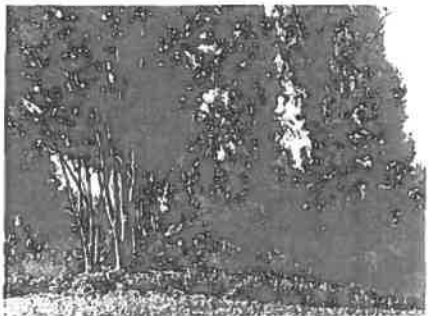
Project Scope Johns Creek is a 1,900-acre master planned mixed use development that includes Class A office space, retail centers, and residential communities designed with a small town park setting as its inspiration.

The Johns Creek Owners Association's current landscape maintenance agreement with Austin Outdoor includes over 600,000 square feet of turf.

A 150 plus zone irrigation system pulls water from any of the five lakes located within the development.

Seasonal color rotations are performed twice per year under the current agreement and include over 7900 square feet of flowers.

The project, submitted with Austin Outdoor's work at Technology Park Atlanta, was awarded a PLANET Award of Excellence in 2013.



Experience

Landscape Management



Project Type **Croquet Court**

Project Names Grand Haven
Palm Coast, Florida

Project Scope Grand Haven has two immaculately maintained, tournament-regulation croquet courts that are home to the 40-plus member Grand Haven Croquet Club and hosts numerous tournaments. The croquet courts feature—

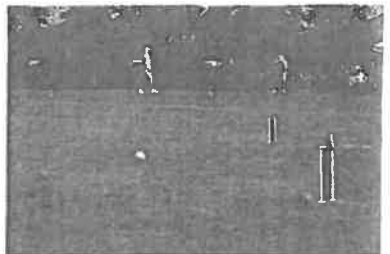
Bermuda turf that is cut 148 times a year at 4/16 to 5/16 of an inch

Turf that is fertilized monthly for a continuously green appearance

Turf that is aerified twice a year as well as verticutted and topdressed 10 times a year

Rolling twice a year to ensure the courts are flat

Palms, trees and shrubs that surround the courts for both privacy and an aesthetic appearance



POINT OF INTEREST

The Grand Haven croquet courts were home to the 2006 National Croquet Day hosted by the United States Croquet Association.

Experience

Landscape Management



Project Type

Putting Course

Project Name

The Club at Hammock Beach
Palm Coast, Florida

Project Scope

The nine-hole putting course at The Club at Hammock, a 1,000-acre, AAA Four-Diamond resort community, features—

The use of growth regulators and preventative fungicide programs to provide tournament-quality putting conditions equivalent to those of championship courses

A lush landscape that surrounds the putting greens and includes a variety of palms, shrubs and annuals

Paspalum turf, which is mowed three times a week

Monthly fertilizing of the turf to provide a vibrantly green appearance

Bi-weekly rotating of hole cups

Weekly raking of sand traps



POINT OF INTEREST

Austin Outdoor was honored with two awards in 2008 for its landscape management work at The Club at Hammock Beach, which included recognition for its work on the putting course. The awards include the PLANET Environmental Improvement Grand Award (national) and FNGLA Award of Excellence (statewide).

Case Study

Specialty Landscape Management



Project Name **Savanna Club**

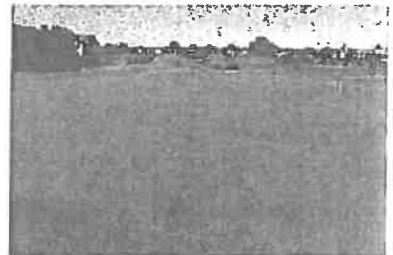
Project Location Port St. Lucie, Florida

Project Type Golf Course

The Need The Savanna Club, an 18-hole golf course in South Florida, was working hard to manage the landscape on their golf course in-house. With changes in the area's economy and less golfers on their course, it was difficult to keep up with high-quality maintenance and budgetary goals.

The Solution The Savanna Club already had equipment and employees onsite, easing Austin Outdoor's transition for the course's employees, the ongoing maintenance of equipment, and the agronomic oversight of the landscape. Under Austin Outdoor's leadership, a proper horticultural plan was written and implemented and safety and training programs were established.

The Result The course is now in the best condition the community has experienced, while saving tens of thousands in operational costs. According to the General Manager, Elfi Collins, this is the first time the Savanna Club course has been consistently in good condition and operated in the black.



FROM THE CLIENT'S PERSPECTIVE

"I for one think the golf course is in the best condition I have ever experienced."

Marcia Richling
Golf Committee



Documents

Business Tax Receipt

The City of Ormond Beach



Please Remember:

- to renew by September 30 every year to avoid penalties;
- to notify us if your business changes name, owner, and/or location;
- to provide us up-to-date State license information and/or insurance coverage (if required).

Thank you for doing business in Ormond Beach!

14-10640

CITY OF ORMOND BEACH
P.O. Box 277
Ormond Beach, FL 32175-0277
386-676-3233 or blonline@ormondbeach.org

Fee: \$25.00
Valid 6/04/14 - 9/30/14

Classification	Comments/Restrictions	Location / Phone
SPECIALTY CONTRACTOR IRRIGATION SPECIALTY CONTRACTOR		1 OUTSIDE CITY OF ORM BCH (888) 437-6211
AUSTIN OUTDOOR, LLC P.O. BOX 849 BUNNELL FL 32110		

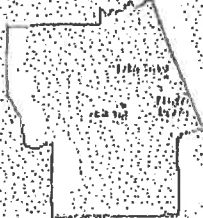
BUSINESS REGISTRATION

Subject to Code of Ordinances Chapter 12 - This receipt must be posted conspicuously in your place of business. Penalty for failure to do so

Business Tax Receipt

Flagler County



Flagler County Business Tax Receipt		
2013-14	THIS TAX DOES NOT ASSURE QUALITY OF WORK OR CONFIRM THAT REGULATORY OR ZONING REQUIREMENTS HAVE BEEN MET, IT IS THE OWNER'S RESPONSIBILITY TO ENSURE COMPLIANCE.	Account No. 3166
Business Type:	LAWN CARE	PAID: 9401146.0001 9/26/2013 \$220.00
Business Address:	3235 N STATE ST BUNNELL FL 32110	County \$76.00
AUSTIN OUTDOOR INC AUSTIN OUTDOOR LLC PO BOX 849 BUNNELL FL 32110		CITY OF BUNNELL \$93.00
		CITY OF BUNNELL FIRE INSP \$60.00
		Penalty \$0.00
		Valid until 9/30/2014
CITY OF BUNNELL PO Box 756 Bunnell, FL 32110 386-437-7616 www.bunnellcity.us	CITY OF BUNNELL FIRE INSP PO Box 756 Bunnell, FL 32110 386-437-7616 www.bunnellcity.us	Flagler County Tax Collector Suzanne Johnston 1769 E. Moody Blvd., Suite 102, Bunnell, FL 32110 (386) 313-4160 www.flaglertax.com

Business Tax Receipt

The City of Daytona Beach



THE CITY OF DAYTONA BEACH

BUSINESS TAX # BT-72326
THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

AUSTIN OUTDOOR, LLC
500 FENTRESS BLVD
LANDSCAPE/GARDENER

DEVELOPMENT SERVICES DEPARTMENT
PERMIT & LICENSING DIVISION
Phone: 386-671-8140

BT-72326	TAX RECEIPT NO.
72326	ACCOUNT NO.
12/14/2012	VALID FROM
09/30/2014	VALID TO
10/01/2013	DATE PAID
\$25.00	AMOUNT PAID

1210 LANDSCAPE GARDNER

AUSTIN OUTDOOR, LLC
P.O. BOX 649
BUNNELL, FL 32110

DISPLAY AT PLACE OF BUSINESS FOR PUBLIC INSPECTION
THE CITY DOES NOT CERTIFY OR IMPLY COMPETENCE OF BUSINESS.

TAX RECEIPT



AUSTIN OUTDOOR, LLC
600 FENTRESS BLVD

THE CITY OF DAYTONA BEACH

Receipt # WEB-08316

THE CITY OF DAYTONA BEACH
301 S. RIDGEWOOD, SUITE # 127
DAYTONA BEACH, FL 32114

1210	08/08/2013	LANDSCAPE GARDNER	25.00
BUSINESS TAX # BT-72326			Fees Paid: 25.00
			Paid By: Dolores Mew

Date Paid: October 01, 2013
Pay Method: CREDIT 974347
Collected By: EPRS

TAX RECEIPT

Chronology action: 10/11/2013 by GLO

Ormond Beach Middle School Landscape Management Schedule

June, 2014

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Silt Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



South Ormond Neighborhood Center

June, 2014

Landscape Management Schedule

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & Bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields at each visit.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



Ormond Beach Sports Complex, (Airport)

June, 2014

Landscape Management Schedule

Monday - Friday
52 Weeks/Year

- All fields will be mowed, edged & string-trimmed as required to maintain professional quality fields & bermuda grass.

- Remove excessive grass clippings & trimmings and blow off all sidewalks.

- Remove litter & debris from fields daily.

Fertilization & Weed Control

- A minimum of 8 fertilizations, combined with pre-emergent herbicide.

- May application of Chipco Choice Slt Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.



Nova Community Park

Landscape Management Schedule

June, 2014

Fertilization & Weed Control

- A minimum of 8 fertilizations,
combined with pre-emergent
herbicide.

- May application of Chipco Choice
Slit Injection for mole crickets.

- Insecticide applications as required.

- Fungicide applications as required.

Monday - Friday 52 Weeks/Year

- All fields will be mowed, edged &
string-trimmed as required to maintain
professional quality fields & bermuda
grass.

- Remove excessive grass clippings &
trimmings and blow off all sidewalks.

- Remove litter & debris from fields
daily.

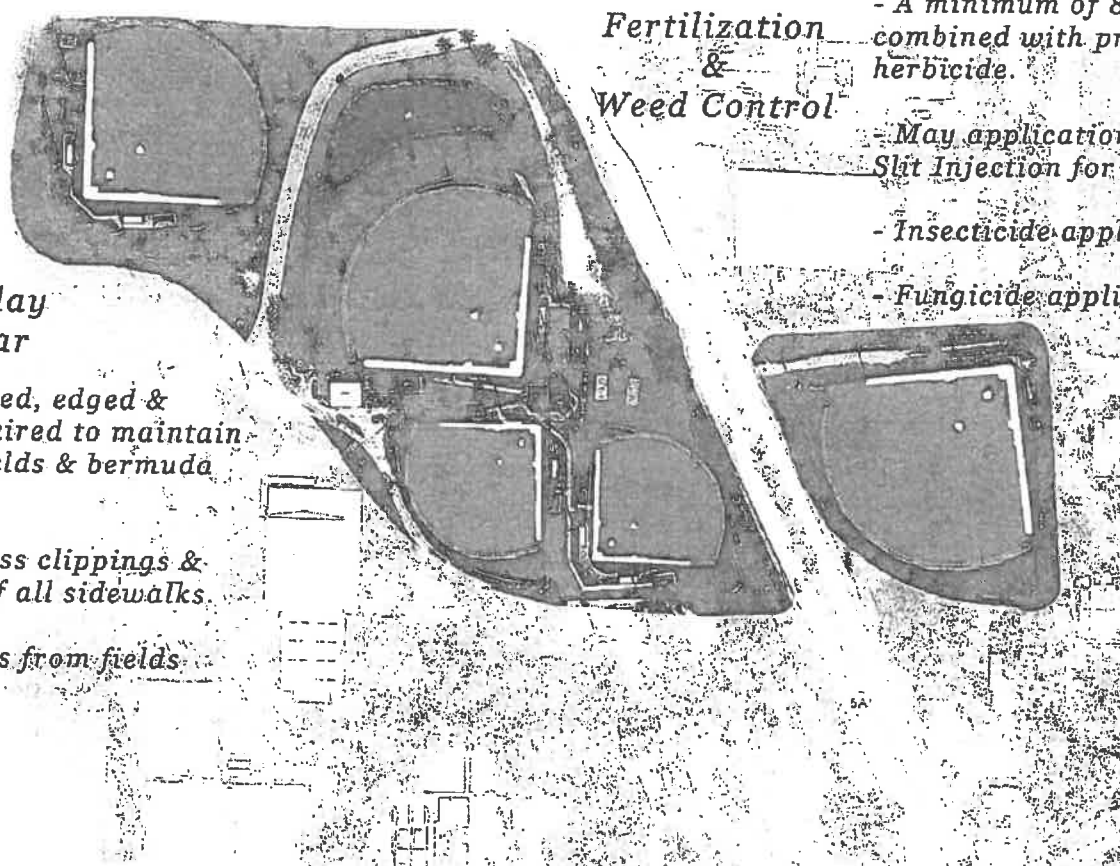


EXHIBIT "B"

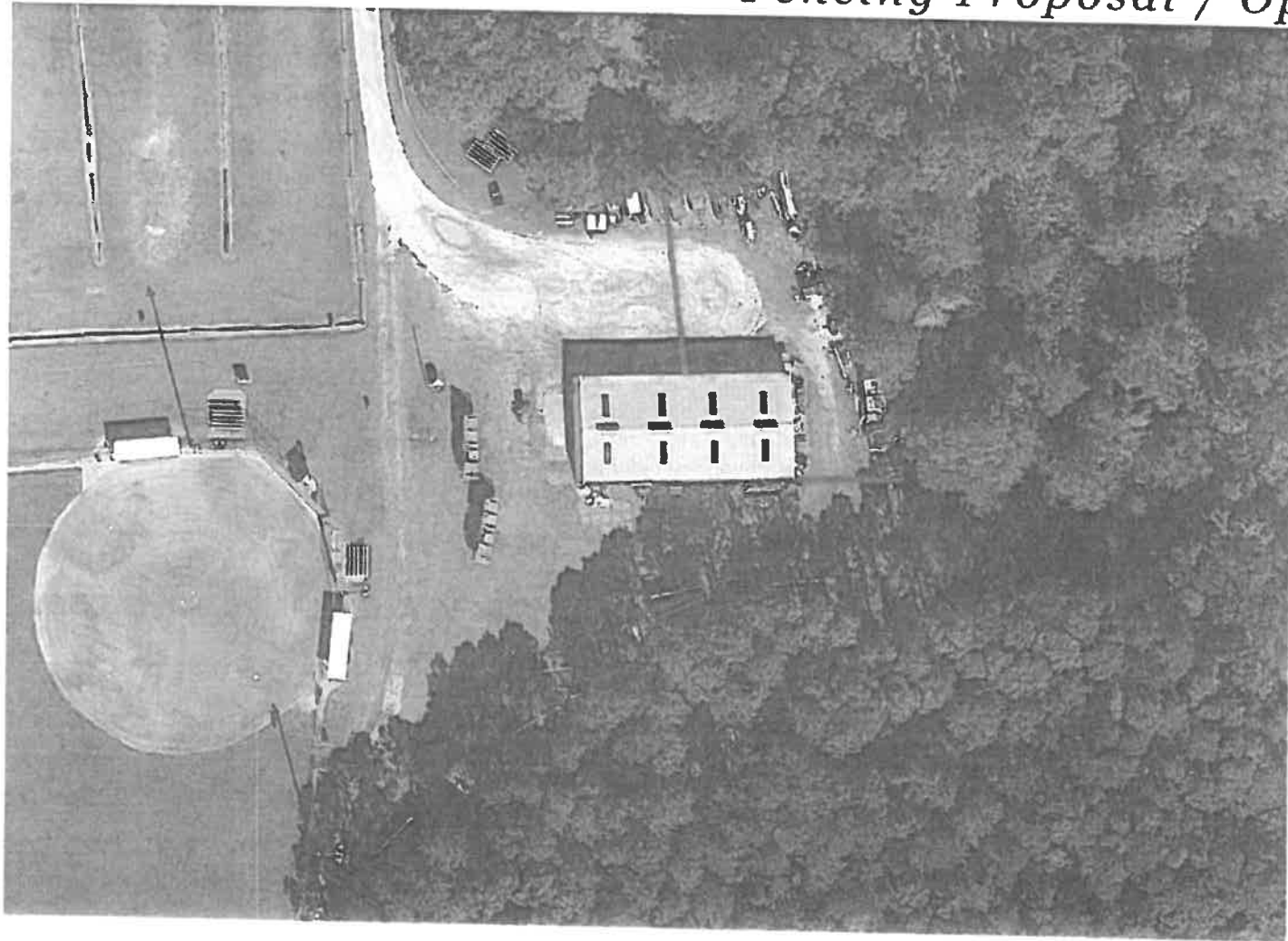
Equipment to be Purchased by Austin Outdoor

Equip. #	Description	Serial Number	Meter Reading	Bid Price
504	2012 TORO CART	312000191	0	\$13,400
e 512	2013 TORO SPRAYER	313000129	0	incl
573	1990 JACOBSEN F-10	70502 2564	6,419	\$5,155
E 523	1998 GOOSEN Verticutter VV-1	00232	0	\$3,800
e 546	2005 JOHN DEERE 3225C	TC3225C020222	2,543	\$7,510
e 560	2012 TORO Reel Master	312000204	652	\$12,900
e 564	2011 TORO Reel Master	311000171	628	\$12,000
e 565	2010 TORO Reel Master	310000177	1,910	\$20,520
E 581	2011 TORO Z Master	310000250	1,345	\$4,880
e 583	2009 JOHN DEERE Z TURN MOWER	TCZ850A020014	1,185	\$3,400
e 595	2013 VICON SPREADER	21028	0	\$900
E 648	1988 RYAN AERATOR 5443178810	128585	0	\$750
561	1991 FORD TRACTOR	BC85297		\$4,660
E 415	Turfco Topdresser	A90661	0	\$6,300
				\$96,175

Of Ormond Beach

EXHIBIT "C" Apr

Fencing Proposal / Option 1



Ormond Beach, Florida



' OF ORMOND BEACH

EXHIBIT "D"

A,



Ormond Beach, Florida

AUSTIN
OU
a 1978

AGREEMENT

THIS AGREEMENT is made and entered into by and between the **City of Ormond Beach** ("City"), a Florida municipal corporation, 22 South Beach Street, Ormond Beach, Volusia County, Florida and **Austin Outdoor, LLC** ("Contractor"), 3235 North State Street, Bunnell, FL 32110, and in consideration of the mutual promises and covenants herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following:

1. **Scope of Work.** The Invitation to Bid dated June 12, 2014 ("Athletic Field Maintenance Service, 2014-15"), attached hereto as Exhibit "A", and "Equipment to be Purchased by Austin Outdoor", attached hereto as Exhibit "B", are incorporated herein by reference and are a material part of this Agreement. The Contractor shall fully comply with the terms and conditions described in the attached exhibits.
2. **Term.** This Agreement shall be effective on the date it is fully executed by the parties. The initial term of this Agreement shall be for a period of three (3) years beginning on April 1, 2015 and will be automatically renewed for additional one (1) year periods unless either party provides at least ninety (90) days prior written notice to the other party of their intent not to renew the Agreement.
3. **Consideration.**
 - A. Contractor will submit a monthly invoice to the City for Part 1 (Base Bid Schedule) at 1/12 of the cost of the total base bid. Contractor will submit an invoice to the City for Part 2 (Additive Alternate) per unit prices based on actual work performed. Invoices shall be based on the prices set forth on Exhibit "A" and submitted to City at the end of the month. Invoices will be processed by City in a timely manner, and if all conditions of the Agreement have been met, payment will be made to Contractor no later than thirty (30) days after City's approval.
 - B. Contractor shall purchase the equipment "as is" at the prices set forth on Exhibit "B" having a total value of \$89,875.00. For the first twelve (12) months of the Agreement, Contractor's invoices to City shall reflect a credit of \$7,489.58. In the event the Agreement is terminated within the first year, Contractor shall immediately pay City the balance owed for the equipment (\$7,489.58 x the number of months remaining in the first year of the Agreement). The parties agree to execute any and all documents necessary to effectuate the sale of the equipment listed on Exhibit "B".
 - C. Upon termination of the Agreement, City has the option to buy back the equipment listed on Exhibit "B" from Contractor at the fair market value at the time of termination.
4. **Delivery.** Contractor shall complete the project within the time frame set forth on Exhibit "A".
5. **Termination of Agreement.**

- (a) If the Contractor fails to perform the conditions of the Agreement as specified and as interpreted by the Contract Manager, the Contract Manager shall provide written notice of such violations. Full payment may be withheld unless the discrepancy is resolved within five (5) calendar days of written notice. If the violations are not corrected to the satisfaction of City staff or reoccur, the City may in its sole discretion immediately terminate the Agreement. Termination or cancellation of the Agreement will not relieve the Contractor from any contractual obligations to the City.

The City reserves the right to terminate the Agreement without cause with a forty-five (45) calendar day written notice.

The City Commission shall have the right to terminate the Agreement in the event the Contractor files any petition or proceeding for bankruptcy relief, or is adjudicated to be bankrupt or insolvent, or fails to pay just debts as they ordinarily become due.

- (b) This Agreement may not be terminated by the Contractor.

6. **Assignment.** The Contractor shall not assign, convey or transfer all or any part of this Agreement, or all or any part of Contractor's interest herein, or all or any part of any interest in the Contractor, without the prior written consent of the City Commission, which consent shall not be unreasonably withheld.
7. **Complete Agreement.** This Agreement, including the provisions set forth in the exhibit(s) attached hereto and incorporated by reference herein, constitutes the entire and complete agreement of the parties, and the promises and covenants herein contained shall survive the life of this Agreement.
8. **Amendment to Agreement.** Any amendment, change, or modification of this Agreement must be in writing and fully executed by both parties.
9. **Notices.** All notices which are required by this Agreement shall be provided to the parties at the following addresses, or such other addresses as may be requested in writing by either party:

City of Ormond Beach
Joyce Shanahan, City Manager
(copy to City Attorney)
22 South Beach Street
Ormond Beach, FL 32174

Contractor
Austin Outdoor, LLC
Barry Critcher, Business Development Mgr.
3235 North State Street
Bunnell, FL 32110

10. **Sovereign Immunity.** The City expressly retains and reserves all rights, privileges, immunities, and benefits of sovereign immunity. This provision shall be construed broadly in favor of the City.
11. **Venue.** The terms and conditions of this Agreement shall be construed and enforced under the laws of the State of Florida. Any action or proceeding, either at law or in

equity, regarding this Agreement shall be brought in the circuit court, Seventh Judicial Circuit in and for Volusia County, Florida. Venue in any other jurisdiction or forum, whether it be any other circuit, state or federal venue, is hereby expressly waived.

12. **Waiver of Conditions.** No waiver by the City of any condition or breach of performance by the Contractor shall constitute an irrevocable, continuing, or subsequent waiver by the City of the same condition or breach of performance, or of any other condition or other breach of performance.
13. **Severability.** If any part of this Agreement is declared to be unenforceable or void by a court of competent jurisdiction, the remaining parts of the Agreement shall remain in full force and effect as long as the services to be provided by the Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
14. **Conflicting Provisions.** In the event of any conflict between the provisions of this Agreement and any exhibits, the provision most favorable to the City shall control and shall be given full force and effect.
15. **Indemnification.** The City, its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by Contractor from any and all liabilities, claims, and causes of action which may arise out of the willful, negligent, or unlawful acts or omissions of the Contractor or its subcontractors in the performance of this Agreement, unless such claims are a result of the City's sole negligence, as determined by the final decision maker of such claim.
16. **Duty to Defend.** The Contractor shall defend all suits and administrative actions, including all appellate proceedings, brought against the City, its agents, employees, and officials, both elected and appointed and shall pay all attorneys' fees and costs associated with the City's legal defense, as may be selected by the City, arising from all claims and causes of action described in Section 15 above. Such payment on behalf of the City shall be in addition to any and all other legal or equitable remedies available to the City and shall not be considered to be the City's exclusive remedy.
17. **Contractor's Insurance.** The Contractor shall purchase and maintain for the entire life of this Agreement, 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 this Agreement, whether such operations be by the Contractor, or 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.

18. **Types of Insurance and Limits of Liability.** The insurance required herein shall be written for not less than the limits of liability specified herein or as required by law, whichever is greater, and shall include 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 coverages.)

- (b) **Commercial General Liability Insurance** shall be written on a coverage form as broad as Insurance Services Office (ISO) Form CG 00 01 11 88, or its successor form, including but not limited to the following coverages (any deviation shall be noted on the Certificates of Insurance), and the CITY OF ORMOND BEACH shall be named as an additional insured:

1. Premises and Operations
2. Owners' & Contractors' Protective
3. Products & Completed Operations
4. Explosion, Collapse & Underground Conditions
5. Blanket Contractual Liability
6. Personal Injury Liability
7. Broad Form Property Damage Endorsement, including Completed Operations
8. Independent Contractors

9. Watercraft--Owned and Non-Owned (if applicable, endorsement must be included in General Liability policy or a separate Protection & Indemnity Policy must be written)
10. Pollution Liability (if applicable)
11. Asbestos Abatement (if applicable)
12. Fire Damage Liability

Certain coverages outlined above may not be required if they do not relate to the Agreement, 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 than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Each Occurrence \$300,000 General Aggregate* \$300,000 Aggregate Products & Completed Operations \$ 25,000 Fire Damage (any one fire)
\$25,001 - \$250,000	\$500,000 Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$250,001 - \$3,000,000	\$1 Million Each Occurrence \$1 Million General Aggregate* \$1 Million Aggregate Products & Completed Operations \$ 50,000 Fire Damage (any one fire)
\$3,000,001 & over	20% of the Value of the Contract [Minimum \$1 Million Each Occurrence/\$2 Million General Aggregate]

* 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** for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9

(Non-Owned Autos). The coverage limits shall be no less than the following for all tiers of Contractors and Subcontractors:

<u>Contract Value</u>	<u>Limits (not less than)</u>
0 - 25,000	\$300,000 Combined Single Limit
\$25,001 - \$250,000	\$500,000 Combined Single Limit
\$250,001 and over	\$1 Million Combined Single Limit

(d) Excess Liability

For Contracts of \$250,000 or more, and 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 for occurrences insured in this Excess Policy not to exceed \$25,000 and a minimum limit of \$1 Million.

(e) 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 provide a retroactive date no later than the inception date of claims made coverage.

19. **Requirements for Certificates of Insurance.**

- (a) With the execution of this Agreement, the Contractor shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain a provision 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] has been 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 this Agreement.
- (b) New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.

- (c) If requested by the City, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements.
 - (d) 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.
 - (e) If the Contractor fails to obtain and maintain for the life of the Agreement 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 Agreement.
 - (f) **Policies of Insurance**
 - 1. Except as otherwise provided herein, 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 carriers; written confirmation is required.
 - 3. All policies of insurance or certificates thereof referred to herein shall be deposited with the City Clerk.
 - 4. The City shall be named an Additional Insured on General Liability and Automobile Liability policies of insurance and certificates thereof.
20. **Enforcement of Costs.** If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs, and all expenses even if not taxable court costs (including, without limitation, all such fees, costs and expenses incident to arbitration, appellate, bankruptcy, and post-judgment proceedings), incurred in that action or proceeding or any appeal, in addition to any other relief to which the party or parties may be entitled. Attorneys' fees include

legal assistant fees, expert witness fees, investigative fees, administrative costs, and all other charges billed by the attorney for the prevailing party.

21. **Compliance With Laws.** Contractor shall comply with all applicable federal, state and local laws and regulations
22. **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 that ordinarily and necessarily would be required by the City in order to perform the contracted service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in 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.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.
 - (e) Failure of the Contractor to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.
23. **Effective Date.** This Agreement shall become effective upon the date last signed by the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be signed on the dates indicated hereinbelow.

DATED this 17th day of March, 2015.

Witnesses:

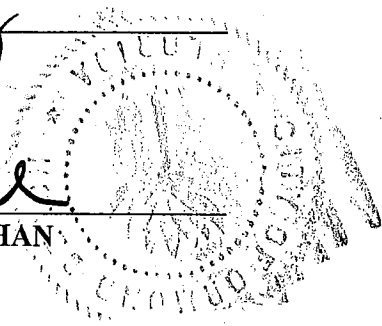
CITY OF ORMOND BEACH

[Signature]
Print Name: Sharon

By: [Signature]
ED KELLEY
Mayor

[Signature]
Print Name: Colby Cilesto

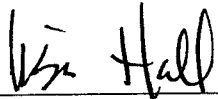
By: [Signature]
JOYCE SHANAHAN
City Manager

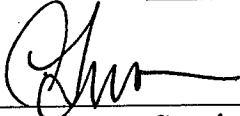


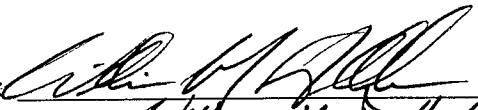
DATED this 27th day of March, 2015.

Witnesses:

AUSTIN OUTDOOR, LLC


Print Name: Lisa Hall


Print Name: Christina Franzen

By: 
Print Name: William M. Selcken
Title: President

Attest: 
Print Name: BARRY CRITCHER
Title: BUSINESS DEVELOPMENT MGR



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 7.Q

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Finance		
Subject:	CIP FY 2023-24 through FY 2027-28 (Revised)		
Summary:	Granting agencies prefer a formally adopted capital improvement plan (CIP) when determining eligibility for funding. As such, the plan was approved on consent at the September 6, 2023 City Commission meeting. Location maps for the future raw water wellfield project (described on pages 206-210) are being modified to clarify the approximate tentative location of future wells. In addition, the approximate location for a potable tank and pump station described on pages 188-189 is being clarified.		
Financial Impact:	Projects included in the CIP for FY 2023-24 were budgeted.		
Citizen Impact:	The CIP represents a substantial effort to identify and schedule capital investment for a multi-year period which have been identified as important to the community.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Capital Improvement Plan as presented.		
Staff Contact:	Kelly McGuire, Finance Director, (386) 676-3226		
Attachments:	1. FY 2023-24 Adopted Revised CIP		
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager 11/29/2023 11/30/2023 11/30/2023		



CAPITAL IMPROVEMENT PLAN
FY 2023-24 - FY 2027-28



CITY OF ORMOND BEACH

August 15, 2023

Honorable Mayor Partington, City Commissioners and the Citizens of Ormond Beach

Enclosed is the Five-Year Capital Improvements Program (CIP) for the period FY 2023-24 through FY 2027-28 as required by Section 2-294 of the City Code of Ordinances. The Five-Year Capital Improvement Program totals \$125,693,158 with \$20,864,007 for FY 2023-24.

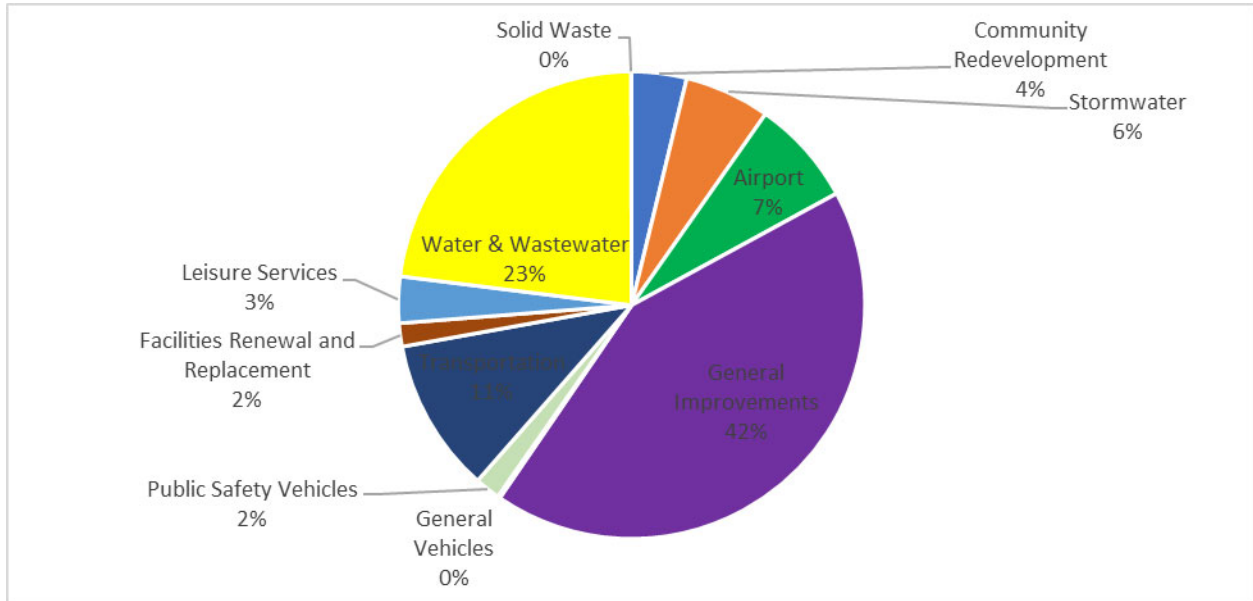
Projects included in the CIP reflect one or more of the following factors with maintenance or upgrade of existing facilities being the highest priority:

- ☐ Involves necessary or planned maintenance, renovation or construction of an existing facility, equipment or infrastructure.
- ☐ Reflects a prior multi-year commitment previously approved by the City Commission.
- ☐ Enhances the use or appearance of an existing facility or City-maintained public area.
- ☐ Included in a previous Master Plan or conceptual plan previously considered and endorsed or reviewed by the City Commission.

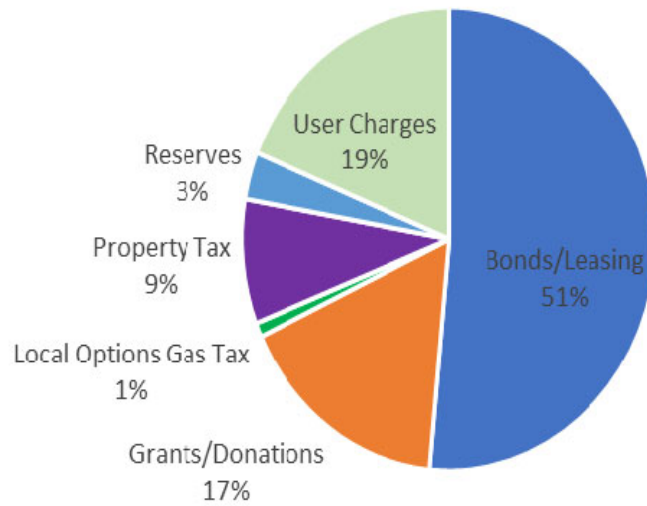
Property tax funded projects for General Capital Improvements, General Vehicle Replacements, and Transportation are proposed with funding levels consistent with the current Long-term Financial Plan. Per the City Commission's directive, Facilities Renewal and Replacement funding has been increased by \$300,000 and \$500,000 has been added for Leisure Service capital projects.

Overview

The City's Five-Year Capital Improvements Program represents a substantial effort to identify and schedule capital investments for a multi-year period complete with a project description, justification and recommended financing for each project. The CIP reflects projects that have been identified as being essential to the organization. .



Category	Total
Community Redevelopment	\$4,784,989
Stormwater	7,449,950
Airport	9,218,517
General Improvements	53,405,000
General Vehicles	224,000
Public Safety Vehicles	2,188,000
Transportation	13,425,790
Facilities Renewal and Replacement	2,023,000
Leisure Services	4,040,000
Water & Wastewater	28,898,912
Solid Waste	35,000
TOTAL	\$125,693,158



Category	Total
Bonds/Leasing	\$64,757,050
Grants/Donations	20,853,753
Local Options Gas Tax	1,250,000
Property Tax	10,887,940
Reserves	4,167,602
User Charges	23,776,813
TOTAL	\$125,693,158

FY 2023-24 CIP Projects

Fund 104-Community Redevelopment

Downtown improvements are funded through property tax revenue which is expendable only within the downtown area. For FY 2023-24 the primary focus is the analysis of the Beach Street property for possible use as a Community Center (\$60,000). Also proposed for funding is Public Art (\$80,000) and the annual allocation to Upgrades and Improvements (\$60,000).

Fund 107-Stormwater Drainage Improvements

FY 2023-24 projects include N US1 & Ormond Lakes Drainage Study (\$150,000), OBSC Access and Drainage Improvements (\$484,950) and Willis Drive Storm Improvements (\$200,000). The continuation of the Stormwater Piping Replacement project (\$950,000), Stormwater Construction (\$300,000) and Vehicle Replacements (\$565,000).

Fund 108-Airport Fund

An Aeronautical Survey (\$118,700), Airport Access Roads (\$2,102,037) and Design related to the Rehabilitation of Taxiway Bravo Apron & Ramp (\$160,000) are planned.

Fund 301-General Improvement Fund

Projects included for FY 2023-24 are South Ridgewood Avenue Sidewalks funded by CDBG funds (\$130,000), Chamber Upgrade (\$225,000), Engineering Renovation (\$100,000), Fire Station 93 Generator (\$125,000), Telecommunication System Upgrade (\$900,000) and Needs Analysis for an Emergency Operations Center.

Fund 302-General Vehicle and Equipment Replacement

The FY 2023-24 plan includes the replacement of three Public Works vehicles and one Building Maintenance vehicle (\$224,000).

Fund 305-Public Safety Vehicle and Equipment Replacement

The FY 2023-24 plan includes the replacement of eight Patrol Vehicles, two Special Unit vehicles and one motorcycle (\$625,000), replacement of the 2006 Quint (\$1.5 million), purchase of new fire vehicle (\$45,000) and EOC satellite phones (\$18,000).

Fund 308-Transportation

Transportation projects include Neighborhood Traffic Calming (\$70,000), Railroad Crossings (\$100,000), Road Rehabilitation (\$750,000), Sidewalk Repairs & Replacements (\$217,800). Also proposed is the annual allocation for Street Light and Traffic Signal Maintenance (\$97,020).

Fund 317-Facility Renewal and Replacement

For FY 2023-24, projects include Shell Parking Lot Refurbishment (\$51,000), Central Park 2 & 3 Overlook (\$40,000), OBSC Baseball Netting Replacement (\$70,000), Central Park I Playground Equipment (\$40,000), Engineering Department Roof (\$48,000), PAC Box Office Roof (\$35,000) and Fire Station 93 HVAC (\$35,000). ***Projects below the CIP threshold will be included as part of the annual operating budget.***

Fund 322-Leisure Service Capital

The new funding provided for FY 2023-24 will be utilized to complete Nova Sports Field Reconstruction (\$340,000) and OBSC LED Softball Quad Lighting (\$800,000). Both projects will be funding with a combination of new dedicated property taxes and grant funding.

408-Water & Wastewater Vehicle and Equipment Replacement

The FY 2023-24 plan includes the replacement of two large dump trucks. (\$230,000).

Fund 409-Water and Wastewater System Improvements

Annual recurring projects (\$1.8 million total) include Fire Hydrant & Valve Expansion Program (\$175,000), General Facility and System Upgrades (\$850,000), Lift Station Rehabilitation (\$75,000), Manhole Rehabilitation Program (\$150,000) Meter Installation (\$90,000), PEP Tank Replacement (\$180,000), and Sanitary Sewer Inflow Infiltration (\$300,000). Non-recurring projects (\$4,148,000) include Airport Road Reclaim Water Main (\$1.1 million), Shadow Crossings Reuse Pump Facility (\$415,000), Water Main Replacement (\$2.6 million) and SR40 Utility Adjustments (\$33,000).

Fund 434 & 435-Water & Wastewater Impact Fees

The FY 2023-24 plan is to proceed with the Hudson Wellfield Expansion (\$2.57 million).

Fund 460-Solid Waste Fund

The FY 2023-24 plan is to purchase one vehicle (\$35,000)

Projects by Funding Source

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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104-TIF

EXPENDITURE

22 Downtown Community Center	60,000	0	0	0	0	60,000
23 Downtown: Public Art	80,000	50,000	50,000	50,000	50,000	280,000
24 Downtown: Upgrades and Improveme	60,000	60,000	60,000	60,000	60,000	300,000
25 Downtown: Traffic calming	0	100,000	100,000	0	0	200,000
28 Downtown: Stormwater Improvements	0	0	1,100,000	0	0	1,100,000
30 Downtown: Thompson Creek, Phase I	0	0	0	624,716	2,220,273	2,844,989
TOTAL EXPENDITURES	200,000	210,000	1,310,000	734,716	2,330,273	4,784,989

FUNDING

Property Taxes-CRA	60,000	0	0	0	0	60,000
Property Taxes-TIF	140,000	210,000	1,010,000	172,472	332,028	1,864,500
Stormwater Charges	0	0	300,000	0	0	300,000
TPO (Grant Pending)	0	0	0	562,244	1,998,245	2,560,489
TOTAL FUNDING	200,000	210,000	1,310,000	734,716	2,330,273	4,784,989

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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107-Stormwater

EXPENDITURE

32 N US1 & Ormond Lakes Drainage Stu	150,000	0	0	0	0	150,000
35 OBSC Access and Drainage	484,950	0	0	0	0	484,950
37 Stormwater Construction	300,000	250,000	250,000	250,000	250,000	1,300,000
38 Stormwater Piping	950,000	950,000	950,000	950,000	950,000	4,750,000
40 Willis Drive Storm Improvements	200,000	0	0	0	0	200,000
42 Vehicle Replacement-Stormwater	565,000	0	0	0	0	565,000
TOTAL EXPENDITURES	2,649,950	1,200,000	1,200,000	1,200,000	1,200,000	7,449,950

FUNDING

Stormwater Charges	2,649,950	1,200,000	1,200,000	1,200,000	1,200,000	7,449,950
TOTAL FUNDING	2,649,950	1,200,000	1,200,000	1,200,000	1,200,000	7,449,950

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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108-Airport

EXPENDITURE

48	Aeronautical Survey and Obstacle Act	118,700	0	0	0	0	118,700
50	Airport Access Roads	2,102,037	0	0	0	0	2,102,037
55	Rehabilitate Taxiway Bravo Apron & R	160,000	2,500,000	0	0	0	2,660,000
58	Airport Wildlife Mitigation & Security	0	58,500	2,762,500	242,500	0	3,063,500
60	Airport Master Plan Update	0	250,000	0	0	0	250,000
61	Airport Tower Handrail Replacement	0	0	60,000	0	0	60,000
62	Rehabilitate, Mark and Light Taxiway "	0	0	150,000	814,280	0	964,280
TOTAL EXPENDITURES		2,380,737	2,808,500	2,972,500	1,056,780	0	9,218,517

FUNDING

Airport Fund (Loan)	331,481	55,000	3,000	16,286	0	405,767
FAA	250,830	2,475,000	2,621,250	732,852	0	6,079,932
FDOT	1,325,925	266,800	233,000	259,142	0	2,084,867
FDOT Special Appropriation	472,500	0	0	0	0	472,500
General Fund Reserves	0	11,700	115,250	48,500	0	175,450
TOTAL FUNDING	2,380,737	2,808,500	2,972,500	1,056,780	0	9,218,517

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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301-General Improvement Fund

EXPENDITURE

64 CDBG South Ridgewood Ave. East Si	130,000	0	0	0	0	130,000
69 Chambers Upgrade	225,000	0	0	0	0	225,000
73 Engineering Planning Renovation	100,000	0	0	0	0	100,000
74 Fire Station 92 & 93 Generators	125,000	0	0	0	125,000	250,000
75 Telecommunication System Upgrade	900,000	0	0	0	0	900,000
76 Police Station / EOC	100,000	2,900,000	24,000,000	24,000,000	0	51,000,000
80 SAN Replacement	0	260,000	0	0	0	260,000
82 Server Replacement	0	0	175,000	0	0	175,000
84 Station Alerting	0	0	240,000	0	0	240,000
85 City Hall Access Control	0	0	0	100,000	0	100,000
86 Wi-Fi replace and upgrade	0	0	0	0	25,000	25,000
TOTAL EXPENDITURES	1,580,000	3,160,000	24,415,000	24,100,000	150,000	53,405,000

FUNDING

CDBG	130,000	0	0	0	0	130,000
General Fund Reserves	100,000	0	0	0	0	100,000
Lease Purchase	900,000	0	0	0	0	900,000
Legislative Funding	0	1,450,000	0	0	0	1,450,000
Property Taxes-General CIP	450,000	260,000	415,000	100,000	150,000	1,375,000
To Be Determined	0	1,450,000	24,000,000	24,000,000	0	49,450,000
TOTAL FUNDING	1,580,000	3,160,000	24,415,000	24,100,000	150,000	53,405,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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302-General Vehicle Replacement Fund

EXPENDITURE

90 Vehicle Replacement-General	224,000	0	0	0	0	224,000
TOTAL EXPENDITURES	224,000	0	0	0	0	224,000

FUNDING

Property Taxes-Vehicles	224,000	0	0	0	0	224,000
TOTAL FUNDING	224,000	0	0	0	0	224,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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305-Public Safety Vehicle & Equipment Fund

EXPENDITURE

94 EOC - Satellite Phones	18,000	0	0	0	0	18,000
95 Vehicle Replacement-Public Safety	670,000	0	0	0	0	670,000
96 Quint Fire Apparatus	1,500,000	0	0	0	0	1,500,000
TOTAL EXPENDITURES	2,188,000	0	0	0	0	2,188,000

FUNDING

Lease Purchase	1,500,000	0	0	0	0	1,500,000
Property Taxes-Public Safety	688,000	0	0	0	0	688,000
TOTAL FUNDING	2,188,000	0	0	0	0	2,188,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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308-Transportation

EXPENDITURE

100 Neighborhood Traffic Calming	70,000	50,000	50,000	50,000	50,000	270,000
102 Railroad Crossing	100,000	100,000	100,000	100,000	100,000	500,000
103 Road Rehabilitation	750,000	750,000	750,000	750,000	750,000	3,750,000
111 Sidewalk Repair and Replacement	217,800	112,000	112,000	112,000	112,000	665,800
112 Street Light Maintenance	25,520	24,640	19,360	0	95,920	165,440
115 Traffic Signal Maintenance	71,500	84,000	82,500	80,000	0	318,000
117 Pineland Trail Roadway Improvement	0	0	0	0	5,761,250	5,761,250
120 US 1 North Sidewalk	0	0	0	0	1,995,300	1,995,300

TOTAL EXPENDITURES	1,234,820	1,120,640	1,113,860	1,092,000	8,864,470	13,425,790
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FUNDING

Local Option Gas Tax	250,000	250,000	250,000	250,000	250,000	1,250,000
Property Taxes - Transportation	467,020	458,640	451,860	430,000	445,920	2,253,440
River to Sea TPO Grant Funding (pending)	0	0	0	0	4,770,315	4,770,315
TPO Grant (pending)	0	0	0	0	1,735,650	1,735,650
Transportation Reserves	517,800	412,000	412,000	412,000	1,662,585	3,416,385

TOTAL FUNDING	1,234,820	1,120,640	1,113,860	1,092,000	8,864,470	13,425,790
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Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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317-Facilities Renewal and Replacement

EXPENDITURE

122	Shell Parking lot	51,000	51,000	51,000	51,000	51,000	255,000
124	Central Park 2 & 3 Overlook Replace	40,000	0	0	0	0	40,000
126	OBSC Baseball Netting Replacement	70,000	0	0	0	0	70,000
127	Central Park I Playground Equipment	40,000	0	0	0	0	40,000
128	Engineering Dept. Roof Replacement	48,000	0	0	0	0	48,000
129	PAC Box Office Roof Replacement	35,000	0	0	0	0	35,000
130	Fire Station 93 HVAC installation	35,000	0	0	0	0	35,000
131	Nova Field 5 Fencing	50,000	0	0	0	0	50,000
132	Nova Field 5 Shade Structure	50,000	0	0	0	0	50,000
133	OBSC Limitless Playground	42,000	0	0	0	0	42,000
	Sanchez Fishing Pier	0	100,000	0	0	0	100,000
	Nova Skate Park Hand Rails	0	25,000	0	0	0	25,000
	Nova Magic Forest Playground Repair	0	25,000	0	0	0	25,000
	Fire Station 91 Playground Replacem	0	185,000	0	0	0	185,000
	OBSC Playground Replacement	0	0	115,000	0	0	115,000
	Riviera Park Fishing Pier	0	0	250,000	0	0	250,000
	Nova Magic Forest Repairs	0	0	0	58,000	0	58,000
	Bailey Riverbridge Garden Fishing Pie	0	0	0	140,000	0	140,000
	Central Park II Playground Equipment	0	0	0	130,000	0	130,000
	Nova Recreation Batting Cage Repair	0	0	0	0	30,000	30,000
	OBSC Limitless Playground Phase II	0	0	0	0	100,000	100,000
	OBSC Shade Structure Supports	0	0	0	0	75,000	75,000
	SONC Ballfield Renovations	0	0	0	0	125,000	125,000
TOTAL EXPENDITURES		461,000	386,000	416,000	379,000	381,000	2,023,000

FUNDING

Property Taxes-Facilities R&R	0	25,000	0	0	0	25,000
Property Taxes-Facilities R&R	461,000	361,000	166,000	379,000	381,000	1,748,000
Propety Taxes-Facilities R&R	0	0	250,000	0	0	250,000
TOTAL FUNDING	461,000	386,000	416,000	379,000	381,000	2,023,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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322-Leisure Services Capital Fund

EXPENDITURE

136 Nova Sports Fields Reconstruction	340,000	0	0	0	0	340,000
137 OBSC LED Softball Quad Lighting	800,000	0	0	0	0	800,000
138 OBSC Sotball Field Reconstruction	0	400,000	0	0	0	400,000
139 Nova Field #1 Relocation	0	0	1,000,000	500,000	0	1,500,000
140 Central Park Trail Systems	0	0	0	0	1,000,000	1,000,000
TOTAL EXPENDITURES	1,140,000	400,000	1,000,000	500,000	1,000,000	4,040,000

FUNDING

Echo Grant	570,000	0	500,000	0	500,000	1,570,000
Fund Balance	70,000	0	0	0	0	70,000
Property Taxes-LS	500,000	400,000	500,000	500,000	500,000	2,400,000
TOTAL FUNDING	1,140,000	400,000	1,000,000	500,000	1,000,000	4,040,000

408-Water and Wastewater Vehicle Repl.

EXPENDITURE

144 Vehicle Replacement-Water & WWW	230,000	0	0	0	0	230,000
TOTAL EXPENDITURES	230,000	0	0	0	0	230,000

FUNDING

Water & Sewer Charges	230,000	0	0	0	0	230,000
TOTAL FUNDING	230,000	0	0	0	0	230,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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409-Water and Wastewater R and R (Annual)

EXPENDITURE

148	Fire Hydrant and Valve Expansion Pro	175,000	175,000	175,000	175,000	175,000	875,000
150	General Facility and System Upgrade	850,000	850,000	850,000	850,000	850,000	4,250,000
152	Lift Station Rehabilitation	75,000	1,383,362	600,000	600,000	600,000	3,258,362
155	Manhole Rehabilitation Program	150,000	150,000	150,000	150,000	150,000	750,000
157	Meter Installation	90,000	90,000	90,000	90,000	90,000	450,000
158	Pretreatment Effluent Pump Replace	180,000	180,000	180,000	180,000	0	720,000
160	Sanitary Sewer Inflow Infiltration	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL EXPENDITURES		1,820,000	3,128,362	2,345,000	2,345,000	2,165,000	11,803,362

FUNDING

Water & Sewer Charges	1,820,000	3,128,362	2,345,000	2,345,000	2,165,000	11,803,362
TOTAL FUNDING	1,820,000	3,128,362	2,345,000	2,345,000	2,165,000	11,803,362

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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409-Water and Wastewater R and R (Capital)

EXPENDITURE

164	Airport Road Reclaim Water Main PH	1,100,000	0	0	0	0	1,100,000
165	Shadow Crossings Reuse Pump Facil	415,000	0	0	0	0	415,000
167	Water Main Replacement	2,600,000	300,000	0	0	0	2,900,000
172	SR40 Utility Adjustments	33,000	0	0	0	0	33,000
173	WRF Filter Modifications	0	320,000	5,215,000	0	0	5,535,000
175	Halifax River Force Main Crossing	0	0	153,000	1,913,300	0	2,066,300
177	Existing Wellfield Repairs	0	0	0	145,000	1,778,750	1,923,750
TOTAL EXPENDITURES		4,148,000	620,000	5,368,000	2,058,300	1,778,750	13,973,050

FUNDING

Bond Proceeds	3,700,000	300,000	5,215,000	1,913,300	1,778,750	12,907,050
Water & Sewer Charges	448,000	320,000	153,000	145,000	0	1,066,000
TOTAL FUNDING	4,148,000	620,000	5,368,000	2,058,300	1,778,750	13,973,050

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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434-Water Impact Fees

EXPENDITURE

180 Hudson Wellfield Expansion	2,572,500	0	0	0	0	2,572,500
182 Utility Master Plan Update	0	320,000	0	0	0	320,000
TOTAL EXPENDITURES	2,572,500	320,000	0	0	0	2,892,500

FUNDING

Wastewater Impact Fees	0	160,000	0	0	0	160,000
Water Impact Fees	2,572,500	160,000	0	0	0	2,732,500
TOTAL FUNDING	2,572,500	320,000	0	0	0	2,892,500

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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460-Solid Waste Fund

EXPENDITURE

184 Vehicle Replacement-Solid Waste	35,000	0	0	0	0	35,000
TOTAL EXPENDITURES	35,000	0	0	0	0	35,000

FUNDING

User Charges	35,000	0	0	0	0	35,000
TOTAL FUNDING	35,000	0	0	0	0	35,000

Page #	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
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499-Water and Wastewater R and R (West Ormond)

EXPENDITURE

186	West Ormond Utilities Area A WM FM	200,000	2,500,000	0	0	0	2,700,000
188	West Ormond Utilities Potable Tank a	375,000	5,025,000	0	0	0	5,400,000
190	West Ormond Utilities SR40 WM FM	6,280,000	0	0	0	0	6,280,000
192	West Ormond Utilities WRF	6,500,000	37,250,000	37,250,000	0	0	81,000,000
194	West Ormond Utilities WRF Site Impr	1,620,000	0	0	0	0	1,620,000
196	West Ormond Utilities Airport Rd FM	0	275,000	3,059,500	0	0	3,334,500
198	West Ormond Utilities - New Rima W	0	0	300,000	3,007,500	0	3,307,500
200	West Ormond Utilities Hand Ave FM	0	0	300,000	4,020,000	0	4,320,000
202	West Ormond Utilities SR40 Parallel	0	0	225,000	2,880,000	0	3,105,000
204	West Ormond Utilities WTP Evaluatio	0	0	0	300,000	0	300,000
206	West Ormond Utilities - New Raw Wat	0	0	0	0	20,452,500	20,452,500
208	West Ormond Utilities WTP	0	0	0	0	47,250,000	47,250,000
TOTAL EXPENDITURES		14,975,000	45,050,000	41,134,500	10,207,500	67,702,500	179,069,500

FUNDING

Daytona Beach	1,890,000	9,550,000	10,353,000	0	0	21,793,000
To Be Determined	13,085,000	35,500,000	30,781,500	10,207,500	67,702,500	157,276,500
TOTAL FUNDING	14,975,000	45,050,000	41,134,500	10,207,500	67,702,500	179,069,500

104-COMMUNITY REDEVELOPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown Community Center

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

104-TIF

PROJECT LOCATION

56 North Beach Street

MANAGEMENT

Engineering

PROJECT SCOPE

This project proposes engaging the services of a architect / planning consultant experienced in the design and public spaces and facilities to conduct a Needs Assessment & Land Use Study whose focus would be the highest and best use of the property located at 56 N. Beach Street. This project will produce a report detailing rooms sizes / areas/uses. general descriptions of the rooms and the requirements of those rooms, site and land use requirements of this property, as well as conceptual planning for this facility.

JUSTIFICATION

The Downtown Master Plan Update of 2019 identified the need for a community center/civic event plaza in the downtown to serve residents and visitors as a gathering space for community events and functions. In 2018 the City purchased a parcel of land in the downtown that is suitable for the center. This project will provide the necessary steps for a shovel ready project for a new Community Center.

PROJECT COST METHODOLOGY

Updated cost estimated prepared for 56 North Beach Street feasibility study.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Needs Analysis	60,000	0	0	0	0	60,000
Total	60,000	0	0	0	0	60,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-CRA	60,000	0	0	0	0	60,000
Total	60,000	0	0	0	0	60,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Public Art

PROJECT#

CATEGORY

Beautification

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

PROJECT SCOPE

Public Art Implementation Plan

JUSTIFICATION

The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events and cultural and historic assets to enhance the shared feeling of community. The Downtown area has focus on infrastructure improvements on public property and grants on private property. The implementation plan seeks to develop a strategy to integrate art into the downtown area. The first budget year is for the implementation plan and the outlying years are for art rated projects.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Public Art	80,000	50,000	50,000	50,000	50,000	280,000
Total	80,000	50,000	50,000	50,000	50,000	280,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-TIF	80,000	50,000	50,000	50,000	50,000	280,000
Total	80,000	50,000	50,000	50,000	50,000	280,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Upgrades and Improvements

PROJECT#

104057

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA District

MANAGEMENT

Engineering

PROJECT SCOPE

This category provides the necessary enhancements of existing or proposed improvements within the redevelopment area. This would include, but not be limited to, mast arm and decorative light pole upgrades, decorative light pole and fixture purchase, installation and upgrade of, wood decking and handrails, landscape, irrigation, signage and other public improvements.

JUSTIFICATION

The 2007 adopted Downtown Master Plan (pages 26 and 30) identified the need to retain, replace and/ or upgrade the public infrastructure and hardscape improvements that have been invested in the Downtown. This project provides funding to make improvements to the existing infrastructure with the CRA District.

PROJECT COST METHODOLOGY

Projects allocations and estimates are based on actual bids or quotations from past projects of similar scope of work.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Enhancements	60,000	60,000	60,000	60,000	60,000	300,000
Total	60,000	60,000	60,000	60,000	60,000	300,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-TIF	60,000	60,000	60,000	60,000	60,000	300,000
Total	60,000	60,000	60,000	60,000	60,000	300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Traffic calming

PROJECT#

104078

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

CRA

MANAGEMENT

Engineering/Planning

PROJECT SCOPE

Implement traffic calming techniques throughout the CRA, including side streets

JUSTIFICATION

A common theme throughout the Downtown master plan update was the need to provide additional traffic calming measures. Under the Sense of Place & Appearance theme in the master plan, traffic calming and walkability enhancements were identified top priorities. FY22-23 seeks the installation of four radar feed back signs, two at each end of the Granada Bridge. The item is budgeted as an outer year project with specific improvements to be determined in the capital year which the expenditures would occur.

PROJECT COST METHODOLOGY

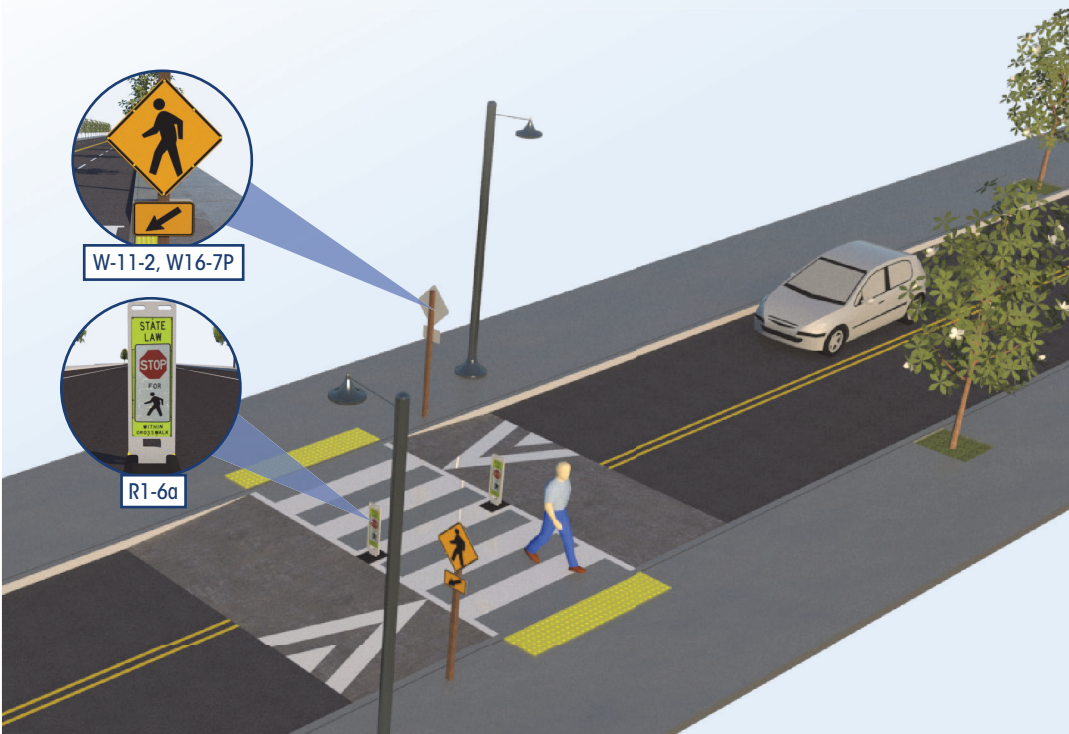
<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Traffic calming	0	100,000	100,000	0	0	200,000
Total	0	100,000	100,000	0	0	200,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-TIF	0	100,000	100,000	0	0	200,000
Total	0	100,000	100,000	0	0	200,000

Raised Crosswalk

SAFE TRANSPORTATION FOR EVERY PEDESTRIAN

COUNTERMEASURE TECH SHEET



Raised crosswalks are ramped speed tables spanning the entire width of the roadway, often placed at midblock crossing locations. The crosswalk is demarcated with paint and/or special paving materials. These crosswalks act as traffic-calming measures that allow the pedestrian to cross at grade with the sidewalk.

In addition to their use on local and collector streets, raised crosswalks can be installed in campus settings, shopping centers, and pick-up/drop-off zones (e.g., airports, schools, transit centers).

Raised crosswalks are flush with the height of the sidewalk. The crosswalk table is typically at least 10 feet wide and designed to allow the front and rear wheels of a passenger vehicle to be on top of the table at the same time. Detectable warnings (truncated domes) and curb ramps are installed at the street edge for pedestrians with impaired vision.

 Local and collector roads with high speeds pose a significant challenge for pedestrians crossing the roadway.

 A raised crosswalk can reduce vehicle speeds and enhance the pedestrian crossing environment.

.....

Raised crosswalks can reduce pedestrian crashes by

45%



.....

FEATURES:

- Elevated crossing makes the pedestrian more prominent in the driver's field of vision, and allows pedestrians to cross at grade with the sidewalk
- Approach ramps may reduce vehicle speeds and improve motorist yielding

OFTEN USED WITH:

- Crosswalk visibility enhancements

Raised Crosswalk

EDC-4 STEP: https://www.fhwa.dot.gov/innovation/everydaycounts/edc_4/step.cfm



CONSIDERATIONS

Raised crosswalks are typically installed on 2-lane or 3-lane roads with speed limits of 30 mph or less and annual average daily traffic (AADT) below about 9,000. Raised crossings should generally be avoided on truck routes, emergency routes, and arterial streets.

Drainage can be an issue. Raised crosswalks may be installed with curb extensions where parking exists. They may also be used at intersections, particularly at the entrance of the minor street.

Since this countermeasure can cause discomfort and noise (especially with larger vehicles), it may be appropriate to get public buy-in. Raised crosswalks may not be appropriate for bus transit routes or primary emergency vehicle routes. For States that experience regular snowfall, snowplowing can be a concern.

COST

The cost associated with a raised crosswalk ranges from \$7,110 to \$30,880 each, with the average cost estimated at \$8,170.

References

Federal Highway Administration. (2013). "Raised Pedestrian Crossings" in PEDSAFE: Pedestrian Safety Guide and Countermeasure Selection System. Available: http://www.pedbikesafe.org/PEDSAFE/countermeasures_detail.cfm?CM_NUM=7

Thomas, L., Thirsk, N. J., & Zegeer, C. (2016). NCHRP Synthesis 498: Application of Pedestrian Crossing Treatments for Streets and Highways. Transportation Research Board, Washington D.C.

Bushell, M., Poole, B., Zegeer, C., & Rodriguez, D. (2013). Costs for Pedestrian and Bicyclist Infrastructure Improvements: A Resource for Researchers, Engineers, Planners, and the General Public. Pedestrian and Bicycle Information Center.

Elvik, R., Christensen, P., and Amundsen, A. (2004). "Speed and Road Accidents An Evaluation of the Power Model." Transportøkonomisk Institutt, Oslo, Norway.

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Stormwater Improvements

PROJECT#

104044

CATEGORY

Community Redevelopment

FUND

104-TIF

PROJECT LOCATION

Downtown CRA

MANAGEMENT

Engineering

PROJECT SCOPE

Implement recommendations of study for stormwater improvements

JUSTIFICATION

The 2007 adopted Downtown Master Plan (pages 15, 27, 31, 32) stated a need to evaluate storm water needs and implement a program of off-line retention where practical to support intensive redevelopment of existing sites. With the assistance of consultant, a Stormwater Master Plan for the Downtown CRA was developed which allowed for the issuance of a conceptual permit for work in the CRA being granted by the St. Johns River Water Management Project. Recent activity in redevelopment of the CRA indicates that the area that may receive the most and earliest impact from a construction project would be the River District, north of Granada and lying between North Beach Street and Ridgewood Avenue. Phase 1 of this project was budgeted and completed in the most recent FY allowing for stormwater treatment for future redevelopment of the north side of New Britain Avenue as well as the construction of a passive park on Lincoln Avenue. This second project involves the construction of an exfiltration system within the New Britain Right of way which provides treatment for the redevelopment of the New Britain Avenue roadway, as well as properties south of New Britain. Costs do not include the acquisition of property and/or easements however it is anticipated that providing credit in the form of stormwater capacity from the regional stormwater facility will offset a large portion of obtaining land rights. The proposed second project is proposed to occur in two phases with infrastructure construction scheduled to occur in the first phase (2018/19) and landscape and hardscape improvements to complete the project in its second phase (2019/2020).

PROJECT COST METHODOLOGY

Historic Cost Data (Lincoln Stormwater Park, Andy Romano Park / John Anderson Drive Improvements).

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction -Phase 2	0	0	1,100,000	0	0	1,100,000
Total	0	0	1,100,000	0	0	1,100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Stormwater Improvements

PROJECT#

104044

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-TIF	0	0	800,000	0	0	800,000
Stormwater Charges	0	0	300,000	0	0	300,000
Total	0	0	1,100,000	0	0	1,100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Downtown: Thompson Creek, Phase II

PROJECT#

104046

CATEGORY

Transportation

FUND

104-TIF

PROJECT LOCATION

Thompson Creek

MANAGEMENT

Planning & Engineering

PROJECT SCOPE

10 foot wide multi-use path from Division to Wilmette.

JUSTIFICATION

The Thompson Creek Multi-Use path is contained in the adopted Downtown Plan and Multi-Modal Plan, and the proposed 2016 Bike Plan. The path is 6000 linear feet more or less of pavement and decking with a crossing at Granada Boulevard. The City approved Resolution 2016-43 requesting a feasibility study from the River to Sea Transportation Planning Organization (R2CTPO). This feasibility study provided for an alternate that allows for crossing Granada Blvd. at Orchard Street. This project has been submitted to the R2CTPO for funding due to higher rated projects. The City will provide a match of 10% towards the design and construction costs.

PROJECT COST METHODOLOGY

This project is partly funded from Transportation fund for the portion of the trail that runs from Wilmette Avenue to Division Avenue and remainder is funded from the River to Sea Transportation Planning Organization (R2CTPO). The proposed trail is 6,000 linear feet. The portion of the trail in the Downtown CRA is from Lincoln Avenue to Tomoka Avenue. Costs estimates were obtained by using FDOT LRE for bike facilities and comparing said costs to similar trail projects including SR 40 sidewalk project (Phase 1 and 3) and the Tomoka State Park Trail.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	0	0	0	624,716	2,220,273	2,844,989
Total	0	0	0	624,716	2,220,273	2,844,989

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
TPO (Grant Pending)	0	0	0	562,244	1,998,245	2,560,489
Property Taxes-TIF	0	0	0	62,472	222,028	284,500
Total	0	0	0	624,716	2,220,273	2,844,989

107-STORMWATER FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

N US1 & Ormond Lakes Drainage Study

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

North US1- Ormond Lakes

MANAGEMENT

Engineering

PROJECT SCOPE

Drainage study for the N US1 and Ormond Lakes Corridor

JUSTIFICATION

This project is recommended in the stormwater master plan. This project will aid in the review of the upcoming proposed development of the Plantation Oaks Corridor. The results of the study may also suggest improvements in the area and the responsible parties for addressing these issues.

PROJECT COST METHODOLOGY

Stormwater Master Plan

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Drainage Study	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Stormwater Charges	150,000	0	0	0	0	150,000
Total	150,000	0	0	0	0	150,000

10.6 North Highway US1 Drainage

Problem Area Description

North Highway US1 Drainage consists of largely undeveloped parcels approximately 14 acres in size surrounded by commercial and industrial development. The problem area is surrounded by North US 1 to the northeast, Broadway Avenue to the northwest, and the FEC Railroad system to the southwest. The area is bisected by Flagler Road and Gowers Street (much of the streets vacated).

Topography: The elevations in the area range from approximately 30 feet to 27 feet NAVD 1988 in the areas abutting US 1.

Soils: Soils are dual hydrological class A/D (less freely draining, higher water table).

Landuse: The area is predominantly undeveloped uplands (with no degree of impervious area).

Floodplains: The area has no based flood identified (Zone X).

Infrastructure: A roadside ditch runs parallel to the problem area and North US 1. The ditch is connected through a FDOT owned pipe, located under North US 1, that directs collected stormwater southeast to an inlet located approximately 500 feet southeast of Plantation Oaks Boulevard. This drains through a culvert north to a County ditch on the south side of Addison Drive. This County ditch connects under Addison Road through a 36-inch CMP, which then directs stormwater into a County ditch that runs parallel along Addison Drive drainage east then north towards the Ormond Lakes stormwater system.

Problem Summary

Geosyntec reviewed the available public information, and observations documented during a site visit completed on February 19, 2020 with City of Ormond Beach personnel. The City reported that the low-lying undeveloped areas in and adjacent to the problem area south of US 1 become overwhelmed by stormwater during rainfall events, which causes nuisance flooding along US 1 and near the surrounding commercial property area located directly southeast of problem area.

The outfall for the area travels through pipes north under US 1 to the County ditch along Addison Drive. According to the City's GIS data, there was a historical County ditch approximately 1300 feet long that connects the North Highway US1 Drainage ditch system to the ditch system on Addison Drive. It was mentioned during the site visit that most of the ditch was converted to a series of underground pipes. The remaining ditch system was observed to be overgrown and were either saturated or filled with stormwater.

Refer to **Figure 10-6** for a map of the specific area.

Photos of the Problem Area



Looking south on North US Highway 1 of FDOT pipe connection to North Highway US1 Drainage swale. (Google Maps Imagery, 2019)



Headwall of FDOT pipe that connects the North Highway US1 Drainage swale to the FDOT pipe system. (2/19/2020)

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Access and Drainage

PROJECT#

NA

CATEGORY

Recreation and Cultural Facility Improvement

FUND

107-Stormwater

PROJECT LOCATION

Ormond Beach Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Construct a perimeter drainage swale south of the Kiwanis Ball Field and a paved access road to the complex main office.

JUSTIFICATION

Currently the access road to the maintenance building and the offices require vehicular traffic through the internal portions of the sports complex. This has created an ongoing safety concern for both players and spectators who use the park. By increasing the water retention area and providing access to Doug Thomas Way for access to the maintenance building and office building, we would be increasing the playability of the Kiwanis field by preventing ongoing cancellations due to flooding while enhancing the safety of the children and patrons who use the park by preventing internal traffic through the park.

PROJECT COST METHODOLOGY

Unit pricing

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Enlarge and Interconnect ponds	211,700	0	0	0	0	211,700
Design	208,750	0	0	0	0	208,750
Relocate Utilities	64,500	0	0	0	0	64,500
Total	484,950	0	0	0	0	484,950

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Stormwater Charges	484,950	0	0	0	0	484,950
Total	484,950	0	0	0	0	484,950

OBSC ACCESS & DRAINAGE IMPROVEMENTS



CAPITAL PROJECT DETAIL

PROJECT TITLE

Stormwater Construction

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

City wide

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of various stormwater facilities

JUSTIFICATION

The Stormwater Master Plan recommended many different construction projects, this annual project seeks to construct those projects in a timely fashion.

PROJECT COST METHODOLOGY

Based on similar project costs

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	300,000	250,000	250,000	250,000	250,000	1,300,000
Total	300,000	250,000	250,000	250,000	250,000	1,300,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Stormwater Charges	300,000	250,000	250,000	250,000	250,000	1,300,000
Total	300,000	250,000	250,000	250,000	250,000	1,300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Stormwater Piping

PROJECT#

107154

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Stormwater Service Areas

MANAGEMENT

Engineering

PROJECT SCOPE

Rehabilitation of existing corrugated metal storm piping throughout the City that has been identified as failing due to corrosion and age.

JUSTIFICATION

Much of the City's older stormwater piping, which was installed in excess of 25 years ago, was constructed with corrugated metal piping. This piping has surpassed its design life expectancy and in many areas of the City has significantly corroded, especially along the river outfalls. Rainfall runoff from recent hurricanes resulted in increased flows and debris being conveyed through these pipes which also significantly contributed to the pipe's deterioration. In order to reduce impacts to roads and the public, this project intends to rehabilitate the storm pipes utilizing no-dig slip lining technology.

PROJECT COST METHODOLOGY

Estimate has been based on unit pricing for cured in place PVC lining as obtained from recent quotations for lining projects.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	950,000	950,000	950,000	950,000	950,000	4,750,000
Total	950,000	950,000	950,000	950,000	950,000	4,750,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Stormwater Charges	950,000	950,000	950,000	950,000	950,000	4,750,000
Total	950,000	950,000	950,000	950,000	950,000	4,750,000

Street name:		Size (in)	Length(ft)	Units	Unit Price	Probable Construction Cost
Lincoln Ave	Furnish and install 12" RCP Pipe	10 12	43	LF	\$ 220.00	\$ 9,460.00
	Furnish and install 15" RCP Pipe	12 15	1031	LF	\$ 230.00	\$ 237,130.00
	Remove and replace, Concrete Sidewalk and Driveways		555	SY	\$ 75.00	\$ 41,625.00
	Asphalt Cut and Patch		100	SY	\$ 70.00	\$ 7,000.00
	Restoration		1	LS		\$ 20,000.00
					Total	\$ 315,215.00
Highland Ave	Furnish and install 12" RCP Pipe	10 12	36	LF	\$ 220.00	\$ 7,920.00
	Furnish and install 15" RCP Pipe	12 15	972	LF	\$ 230.00	\$ 223,560.00
	Furnish and install 18" RCP Pipe	15 18	84	LF	\$ 255.00	\$ 21,420.00
	Remove and replace, Concrete Sidewalk and Driveways		555	SY	\$ 75.00	\$ 41,625.00
	Asphalt Cut and Patch		100	SY	\$ 70.00	\$ 7,000.00
	Restoration		1	LS		\$ 20,000.00
					Total	\$ 321,525.00
Dix Ave	Furnish and install 12" RCP Pipe	8 12	30	LF	\$ 220.00	\$ 6,600.00
	Furnish and install 12" RCP Pipe	10 12	60	LF	\$ 220.00	\$ 13,200.00
	Furnish and install 15" RCP Pipe	12 15	1305	LF	\$ 230.00	\$ 300,150.00
	Furnish and install 18" RCP Pipe	15 18	60	LF	\$ 255.00	\$ 15,300.00
	Remove and replace, Concrete Sidewalk and Driveways		555	SY	\$ 75.00	\$ 41,625.00
	Asphalt Cut and Patch		100	SY	\$ 70.00	\$ 7,000.00
	Restoration		1	LS		\$ 20,000.00
					Total	\$ 403,875.00
Hernandez Ave	Furnish and install 12" RCP Pipe	10 12	48	LF	\$ 220.00	\$ 10,560.00
	Furnish and install 15" RCP Pipe	12 15	633	LF	\$ 230.00	\$ 145,590.00
	Furnish and install 18" RCP Pipe	15 18	865	LF	\$ 255.00	\$ 220,575.00
	Remove and replace, Concrete Sidewalk and Driveways		555	SY	\$ 75.00	\$ 41,625.00
	Asphalt Cut and Patch		100	SY	\$ 70.00	\$ 7,000.00
	Restoration		1	LS		\$ 20,000.00
					Total	\$ 445,350.00
Rosewood Ave	Furnish and install 18" RCP Pipe	18 24	442	LF	\$ 275.00	\$ 121,550.00
	Furnish and install 24" RCP Pipe	24 30	496	LF	\$ 300.00	\$ 148,800.00
	Remove and replace, Concrete Sidewalk and Driveways		555	SY	\$ 75.00	\$ 41,625.00
	Asphalt Cut and Patch		100	SY	\$ 70.00	\$ 7,000.00
	Restoration		1	LS		\$ 20,000.00
					Total	\$ 338,975.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Willis Drive Storm Improvements

PROJECT#

CATEGORY

Stormwater Improvements

FUND

107-Stormwater

PROJECT LOCATION

Willis Drive

MANAGEMENT

Engineering

PROJECT SCOPE

Rehabilitation of existing concrete piping that has been identified as failing due to inadequate reinforcement and age of the system.

JUSTIFICATION

Much of the City's stormwater pipes were installed in excess of 25 years ago. The existing pipes in this area are concrete pipes that are not reinforced with steel. This has caused issues, such as leaking around the joints, cracking and lack of structural integrity.

PROJECT COST METHODOLOGY

Estimate has been based on unit pricing for cured in place lining as obtained from recent quotations for lining projects.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	200,000	0	0	0	0	200,000
Total	200,000	0	0	0	0	200,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Stormwater Charges	200,000	0	0	0	0	200,000
Total	200,000	0	0	0	0	200,000

28-Apr-23

Willis Drive Storm Improvements

Probable Cost

GENERAL INFORMATION: Rehabilitation of existing concrete piping that has been identified as failing due to inadequate reinforcement and age of the system.

Probable Cost Breakdown:

Construction Cost Breakdown

Item Num	Size (in)	Length (ft)	Unit	Unit Cost	Item Cost
1	18	50	LF	\$ 86.00	\$ 4,300.00
2	48	730	LF	\$ 285.00	\$ 208,050.00

Sub-Total (Construction)= \$ 212,350.00

Subtotal (1) \$ 212,350.00

**Budget for design and
construction= \$ 213,000.00**

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Stormwater

PROJECT#

107VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

107-Stormwater

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage.

The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Vehicle Replacement	565,000	0	0	0	0	565,000
Total	565,000	0	0	0	0	565,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Stormwater Charges	565,000	0	0	0	0	565,000
Total	565,000	0	0	0	0	565,000

CIP Work Sheet FY 2023-24

Description	Year	Department	#	2023-24
Ford F350	2013	Stormwater	565	40,000
Gradall X	2006	Stormwater	276	225,000
Street Sweeper	New	Stormwater	NA	300,000
Total Stormwater Fund 107				565,000

Vehicle & Motorized Equipment Serviceability Report

Department/Division: 3011 Storm water Priority of

This request is included in: ☒ Budget Submission ☐ List of Adds

Vehicle/Equipment #: 565	Vehicle/Equipment Type (make, model, etc.): 2013 Ford F350 dually
Mileage/hour 69,163	Estimated Repair Cost: \$3,750.00

A bumper-to-bumper inspection has been performed on this vehicle/equipment:

Technician: Danny McIlrath

Date: 09/20/21

The following parts/repairs are required for this vehicle/equipment, but have been deferred:

	Estimated Cost (materials & Labor)
Body and truck bed and tail gate paint repair	\$1,500.00
Engine and trans oil leak repair.	\$1,000.00
Headlight repair	\$500.00
Interior repair	\$750.00

Total: \$3,750.00

Two-year maintenance history:

Year	Cost (materials & labor):	Days Out-of-Service
2018	\$4,279.49	3
2019	\$2,478.12	2

Fleet Recommendation:

☒ Remove from Front Line ☐ High Maintenance ☐ Do Not Replace ☐ Defer Vehicle

Comments:

This truck will be dropped from a front line vehicle and only be assigned as a loaner. We need to upgrade this truck to 4X4 with a lift gate for use in Stormwater Maintenance.

Fleet Maintenance Supervisor: Danny McIlrath

Date: 09/20/21

Fleet Systems Specialist: Christine Jarrell

Date: 09/20/21

Deputy Public Works Director: Kevin M Gray

Date: 09/20/21

City Manager Concurrence:

☐ Approved ☐ Denied

City Manager: _____

Date: _____

Vehicle and Equipment Repair/Replacement Evaluation		
Gradall #276	Evaluated by: Howard Rubright, Fleet Ops Supervisor	
Dept.: #3011	Supervisor: Kevin M Gray, Deputy Public Works Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 22 points because it is 22 years old.	16	2006 Gradall
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	1	1,848
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	This equipment needs most of the hydraulic hose's replaced, the rotary turret is damp at seal area, the contactor will soon need replacing, the body is faded and has fiberglass panels broken. The seat needs reupholstered, the weather seals around doors and glass are torn, dry rotted or missing. Tires are near the end of service life.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Stormwater
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	4	This vehicle has been in the shop 15 times in 1 yr.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	4	Purchase Price \$188,785.00 total \$57,477.00 LTD M&R 33% of Purchase Price
Have warranties expired?	yes	☐ Check if general overall condition can
Total Points	35	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: # 565	Evaluated by: Danny McIlrath	
Dept.3011 Stormwater	Supervisor: Kevin M Gray, Deputy PW Director	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 21 points because it is 21 years old.	8	2013 Ford F350
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	7	69,163 miles
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	3	Cab and body scratches all around body tail gate paint coming off. Engine and transmission have small oil leaks. Interior badly worn and dirty. Headlight lenses fading out.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	2	Stormwater
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	1	Every couple of months or so.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	2	Purchase Price \$21,336.00 \$13,990.38 LTD M&R 65% of Purchase Price Cost per mile \$.20
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	23	(Shop Supervisor approval required)
28 + points		Needs immediate replacement
23-27 points	X	Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

108-AIRPORT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Aeronautical Survey and Obstacle Action Plan

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will conduct an aeronautical survey and provide obstruction analysis services for the purpose of developing a comprehensive Obstacle Action Plan for the airport.

JUSTIFICATION

In accordance with direction from the Federal Aviation Administration, the Airport is required to provide an aeronautical survey with obstruction mapping to develop an Obstacle Action Plan for Runways 09/27 and 17/35. All work on this project must be compliant with FAA Advisory Circulars 150-5300/16, 17, and 18 and be completed through the FAA AGIS aeronautical survey process.

PROJECT COST METHODOLOGY

Cost estimate has been provided by Hoyle, Tanner & Associates

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Professional Services	118,700	0	0	0	0	118,700
Total	118,700	0	0	0	0	118,700

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FAA	106,830	0	0	0	0	106,830
FDOT	9,496	0	0	0	0	9,496
Airport Fund (Loan)	2,374	0	0	0	0	2,374
Total	118,700	0	0	0	0	118,700

Manhours, Overhead, Profit, and Expenses Analysis						
Salary Costs	8	41				
<i>Title</i>	<i>Project and Cost Administration</i>	<i>Final Design</i>		<i>Total Hours</i>	<i>Hourly Rate</i>	<i>Extended Costs (\$)</i>
Principal	12	8		20	\$212.00	\$4,240
Project Manager		32		32	\$170.00	\$5,440
Sr. CAD Technician		160		160	\$153.00	\$24,480
Project Planner I		96		96	\$94.00	\$9,024
Total Hours per Phase	12	296		308		
SubTotal Labor	2,544.00	40,640.00				43,184.00
Travel	\$500	\$500				\$500
Phase 11 SubConsultants - AGIS			\$73,700			\$73,700
Other, Misc.,Postage,Photos,Fees	\$456	\$360				\$360
SubTotal Subconsultants and Expenses	956.00	860.00	73,700.00			75,516.00
Total Fees	\$3,500	\$41,500	\$73,700			
Total						\$118,700.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Access Roads

PROJECT#

108066

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project consists of construction and construction engineering work required to extend Tower Circle East and Signal Avenue from the Airport Business Park into the southwest quadrant of the airport, and to build a perimeter access road connecting these two access points. Completion of both phases of this project will result in the addition of approximately 1,510 linear feet of roadway.

JUSTIFICATION

The southwest quadrant of the airport is currently inaccessible by ground vehicles via existing ingress and egress routes at the airport or the Airport Business Park. Successful development of the southwest quadrant will require such access, and will benefit both the airport and the business park by affording co-location of airside and non-airside business parcels. This project will also extend utilities from the business park into the southwest quadrant. Acquisition by the airport of approximately 0.6 acres of business park property has been accomplished in order to accommodate these access roads. Design work for this project was authorized by the City Commission via Resolution 2020-72. Design work is complete and the project is ready for bidding.

PROJECT COST METHODOLOGY

Cost estimates have been provided by Hoyle, Tanner & Associates

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	2,102,037	0	0	0	0	2,102,037
Total	2,102,037	0	0	0	0	2,102,037

CAPITAL PROJECT DETAIL

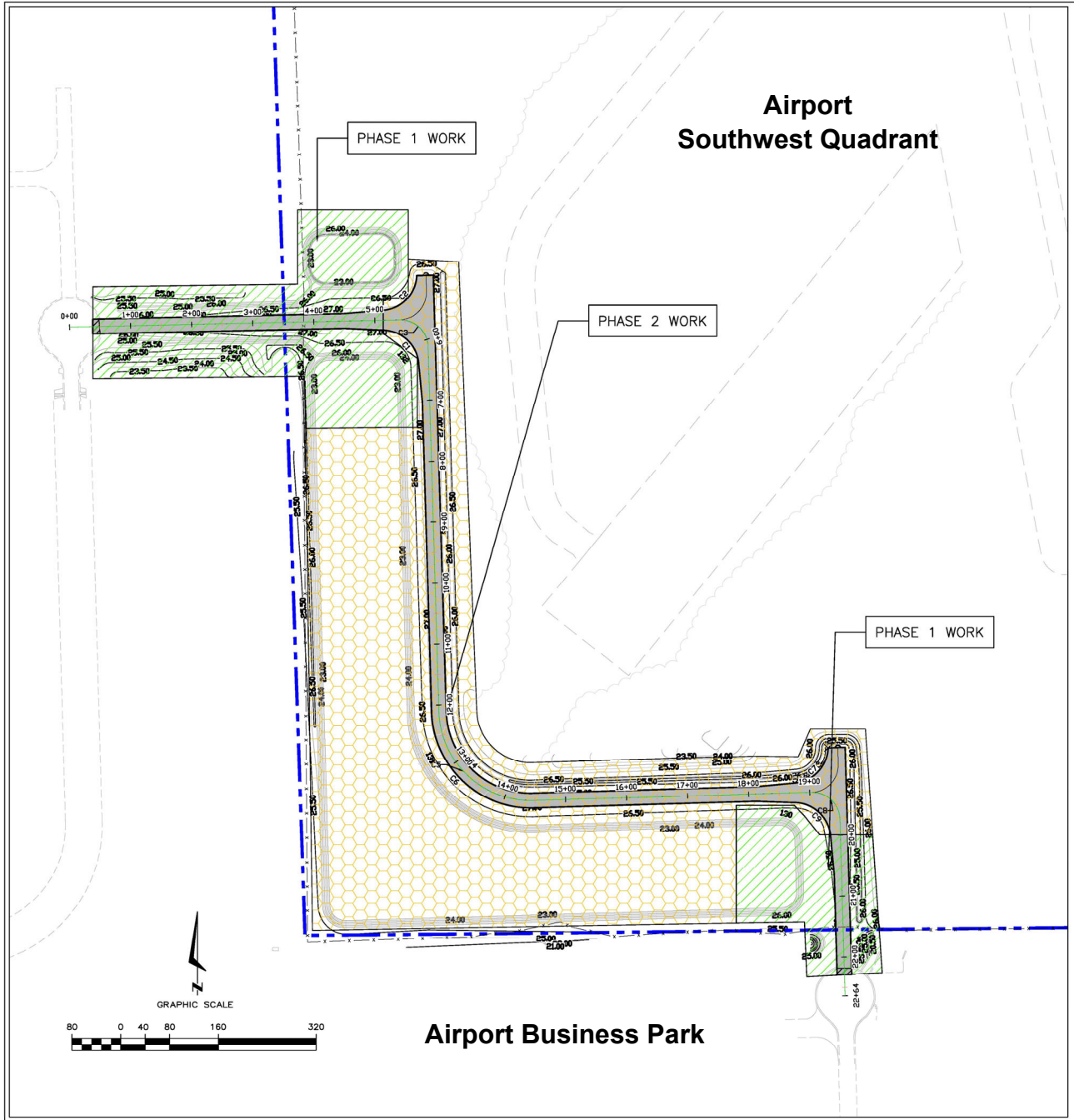
PROJECT TITLE

Airport Access Roads

PROJECT#

108066

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FDOT	1,303,629	0	0	0	0	1,303,629
FDOT Special Appropriation	472,500	0	0	0	0	472,500
Airport Fund (Loan)	325,907	0	0	0	0	325,907
Total	2,102,037	0	0	0	0	2,102,037



- PHASING NOTES:**
1. THIS PROJECT WILL BE COMPLETED IN TWO (2) PHASE, AS SHOWN BY PHASING HATCH PATTERNS. PHASING IS DEPENDENT ON AVAILABILITY OF CONSTRUCTION FUNDS.
 2. CONTRACTOR MUST MAINTAIN SECURED AIRFIELD AT ALL TIMES, AS DESCRIBED ON SITE AND SAFETY PLAN.
 3. PHASE 1 WORK INCLUDES ALL WORK FROM STA 0+00 TO STA 5+11.7 AND STA 19+95 TO STA 22+64.
 4. PHASE 2 WORK INCLUDES ALL WORK FROM STA 5+11.7 TO STA 19+95.

PHASING		
PHASE	DESCRIPTION	DURATION
PHASE 0	MOBILIZATION	5 CALENDAR DAYS
PHASE 1	PERFORM ALL CLEARING, DEMOLITION, GRADING, DRAINAGE WORK, PAVEMENT CONSTRUCTION, CURING (5 CALENDAR DAYS), MARKING, SIGNAGE, LANDSCAPING, AND FENCING WORK IN ALL AREAS INDICATED BY PHASE 1 HATCH PATTERN.	55 CALENDAR DAYS
PHASE 2	PERFORM ALL CLEARING, DEMOLITION, GRADING, DRAINAGE WORK, PAVEMENT CONSTRUCTION, CURING (5 CALENDAR DAYS), MARKING, SIGNAGE, LANDSCAPING, AND FENCING WORK IN ALL AREAS INDICATED BY PHASE 2 HATCH PATTERN.	60 CALENDAR DAYS
TOTAL PROJECT TIME TO SUBSTANTIAL COMPLETION		120 CALENDAR DAYS

ENGINEER OF RECORD			
IRYNA S. AFONG FL LICENSE NO. 80310			
PROJECT NO. C88752	CADD FILE 88752005		
Hoyle, Tanner Associates, Inc. Consulting Engineers 95 E. MITCHELL HAMMOCK RD., SUITE 200 ORLAND BEACH, FL 33407 Tel: (407) 389-1919 Fax: (407) 389-3438 web: www.hoyletanner.com			
SCALE: GRAPHIC	DATE: NOV 2020	DES. BY: ISA	CHK. BY: WJM
ORMOND BEACH MUNICIPAL AIRPORT SOUTHWEST QUAD ACCESS ROAD		PHASING PLAN AND NOTES	
DRAWING 5			
SHEET 5 OF 47			

Airport SW Quad Access Road - Construction Engineering Services						
Manhours, Overhead, Profit & Expenses Analysis						
Tasks	Principal \$230	Sr. Project Mgr \$175	Project Engineer \$120	Total Hours	Mis Expenses & Subconsultants	Extended Costs (\$)
Construction Administration	20	80	160	260	\$2,200.00	\$40,000
Project & Cost Administration:	40			40	\$800.00	\$10,000
Record Drawings	2	8	20	30	\$740.00	\$5,000
Control & Testing of Materials						
SubConsultants					\$15,000	\$15,000
Hours by Task	62	88	180			
Fees by Task	\$14,260	\$15,400	\$21,600			
					Total Fee	\$70,000

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

Airport: Ormond Beach Municipal Airport (OMN)
Project: SW Quad Access Road
Phase:

Project Item No.	Spec Item No.	Description	Unit	Quantity	Unit Cost	Cost
BID SCHEDULE A- ACCESS ROAD NORTH AND SOUTH SEGMENTS						
1	C-105-1	Mobilization	LS	1	\$90,000.00	\$90,000.00
2	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$3,000.00	\$3,000.00
3	D-701-1	Pipe for Storm Drains and Culverts: 18" RCP	LF	96	\$145.00	\$13,920.00
4	D-701-2	Pipe for Storm Drains and Culverts: 24" RCP	LF	312	\$200.00	\$62,400.00
5	D-701-4	Pipe for Storm Drains and Culverts: 29"x45" ERCP	LF	120	\$200.00	\$24,000.00
6	D-701-5	Pipe for Storm Drains and Culverts: 48" RCP	LF	104	\$450.00	\$46,800.00
7	D-701-6	Pipe for Storm Drains and Culverts: 60" RCP	LF	120	\$600.00	\$72,000.00
8	D-701-7	Pipe for Storm Drains and Culverts: 38"x60" ERCP	LF	56	\$650.00	\$36,400.00
9	D-701-8	Mitered End Section 18" RCP	EA	1	\$3,500.00	\$3,500.00
10	D-701-9	Mitered End Section 24" RCP	EA	1	\$3,700.00	\$3,700.00
11	D-701-11	Mitered End Section 29"x45" ERCP	EA	2	\$5,000.00	\$10,000.00
12	D-701-12	Mitered End Section for 48" RCP	EA	2	\$10,000.00	\$20,000.00
13	D-701-13	Mitered End Section for 60" RCP	EA	2	\$12,000.00	\$24,000.00
14	D-701-14	Mitered End Section 38"X60" ERCP	EA	1	\$12,000.00	\$12,000.00
15	D-751-1	FDOT Type C Inlet with Cast Iron Grate	EA	1	\$10,000.00	\$10,000.00
16	D-751-2	FDOT Type H Inlet with Cast Iron Grate	EA	1	\$15,000.00	\$15,000.00
17	D-752-1	Concrete Collar Over Existing 24" RCP	EA	1	\$3,500.00	\$3,500.00
18	H-030-1	General Demolition	LS	1	\$5,000.00	\$5,000.00
19	H-300-1	Site Dewatering and Demucking	LS	1	\$5,000.00	\$5,000.00
20	F-162-2	Remove FDOT Type B Fence 6' with 3-Strand Barbed Wire	LF	500	\$5.00	\$2,500.00
21	F-162-3	24' Electric Roll Gate with Gate Operator and Access Control System	EA	2	\$25,000.00	\$50,000.00
22	F-164-1	8' Chainlink Galvanized Wildlife Exclusion Fencing with Top Rail, 3-Strand Barbed Wire, and 5' Wildlife Deterrent Skirt	LF	460	\$100.00	\$46,000.00
23	P-101-1	Asphalt Pavement Structure Removal (Base and Surface)	SY	58	\$10.00	\$580.00
24	P-151-1	Clearing and Grubbing	AC	5.30	\$4,000.00	\$21,200.00
25	P-152-1	Excavation, Subgrade, Embankment, and Fill	LS	1	\$120,000.00	\$120,000.00
26	P-152-2	Stripping and Stockpiling 6" Depth	CY	365	\$25.00	\$9,125.00
27	S-102-1	Maintenance of Traffic	LS	1	\$5,000.00	\$5,000.00
28	S-160-1	Subbase 6" (Compacted to 98% Density, LBR=40)	SY	2,100	\$25.00	\$52,500.00
29	S-285-1	8" Limerock Base Course	SY	2,100	\$45.00	\$94,500.00
30	S300-1	FDOT Prime Coat	GAL	22	\$7.00	\$154.00
31	S-334-1	Superpave Asphalt Concrete SP-9.5	TON	230	\$150.00	\$34,500.00
32	S-520-1	Transition to FDOT Miami and FDOT Type F Curb and Gutter	LF	26	\$50.00	\$1,300.00
33	S-536-1	FDOT Index 536 TL-2 Guardrail	LF	285	\$30.00	\$8,550.00
34	S-630-1	2" Sch 40 Fiber Optic Cable Conduit Installed in Trench in Turf Area Complete	LF	720	\$16.00	\$11,520.00
35	S-630-2	Fiber Optic Cable Route Markers	EA	3	\$250.00	\$750.00
36	S-635-1	Pull and Splice Boxes for Fiberoptics per FDOT Index 635	EA	4	\$2,500.00	\$10,000.00
37	S-700-1	FDOT Sign, Single Post (Furnish and Install Complete) (less than 12 SF)	EA	10	\$500.00	\$5,000.00
38	S-710-1	Painted Pavement Markings - Thermoplastic Yellow, 6"	SF	805	\$2.50	\$2,012.50
39	S-710-2	Painted Pavement Markings - Thermoplastic , White, Width Varies	SF	755	\$2.50	\$1,887.50
40	T-901-1	Seeding	KSF	135	\$250.00	\$33,750.00
41	T-904-1	Sodding	SY	6,035	\$5.00	\$30,175.00
Estimated Total Bid Schedule A Cost						\$1,001,224.00

Project Item No.	Spec Item No.	Description	Unit	Quantity	Unit Cost	Cost
BID SCHEDULE B- ACCESS ROAD CENTER SEGMENT						
1	C-105-1	Mobilization	LS	1	\$90,000.00	\$90,000.00
2	C-102-1	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	LS	1	\$5,000.00	\$5,000.00
3	D-701-1	Pipe for Storm Drains and Culverts: 18" RCP	LF	144	\$145.00	\$20,880.00
4	D-701-3	Pipe for Storm Drains and Culverts: 30" RCP	LF	424	\$250.00	\$106,000.00
5	D-701-8	Mitered End Section 18" RCP	EA	2	\$3,500.00	\$7,000.00
6	D-701-10	Mitered End Section for 30" RCP	EA	2	\$5,000.00	\$10,000.00
7	D-751-1	FDOT Type C Inlet with Cast Iron Grate	EA	2	\$10,000.00	\$20,000.00
8	H-030-1	General Demolition	LS	1	\$5,000.00	\$5,000.00
9	H-300-1	Site Dewatering and Demucking	LS	1	\$5,000.00	\$5,000.00
10	F-162-1	Reinstall FDOT Type B Fence 6' with 3-Strand Barbed Wire	LF	260	\$50.00	\$13,000.00
11	F-162-2	Remove FDOT Type B Fence 6' with 3-Strand Barbed Wire	LF	260	\$5.00	\$1,300.00
12	P-151-1	Clearing and Grubbing	AC	7.85	\$4,000.00	\$31,400.00
13	P-152-1	Excavation, Subgrade, Embankment, and Fill	LS	1	\$70,000.00	\$70,000.00
14	P-152-2	Stripping and Stockpiling 6" Depth	CY	920	\$25.00	\$23,000.00
15	S-102-1	Maintenance of Traffic	LS	1	\$1,000.00	\$1,000.00
16	S-160-1	Subbase 6" (Compacted to 98% Density, LBR=40)	SY	5,300	\$25.00	\$132,500.00
17	S-285-1	8" Limerock Base Course	SY	5,300	\$45.00	\$238,500.00
18	S300-1	FDOT Prime Coat	GAL	55	\$7.00	\$385.00
19	S-334-1	Superpave Asphalt Concrete SP-9.5	TON	590	\$150.00	\$88,500.00
20	S-630-1	2" Sch 40 Fiber Optic Cable Conduit Installed in Turf Area Complete, Including all Incidentals	LF	1,810	\$16.00	\$28,960.00
21	S-630-2	Fiber Optic Cable Route Markers	EA	7	\$250.00	\$1,750.00
22	S-635-1	Pull and Splice Boxes for Fiberoptics per FDOT Index 635	EA	5	\$2,500.00	\$12,500.00
22	S-700-1	FDOT Sign, Single Post (Furnish and Install Complete) (less than 12 SF)	EA	18	\$500.00	\$9,000.00
22	S-710-1	Painted Pavement Markings - Thermoplastic Yellow, 6"	SF	1,525	\$2.50	\$3,812.50
22	S-710-2	Painted Pavement Markings - Thermoplastic , White, Width Varies	SF	1,600	\$2.50	\$4,000.00
22	T-901-1	Seeding	KSF	230	\$250.00	\$57,500.00
22	T-904-1	Sodding	SY	8,965	\$5.00	\$44,825.00
Estimated Total Bid Schedule B Cost						\$1,030,812.50

Estimated Total Project Cost Bid Schedule A plus Bid Schedule B					\$2,032,036.50
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CAPITAL PROJECT DETAIL

PROJECT TITLE

Rehabilitate Taxiway Bravo Apron & Ramp Area

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will produce the necessary design and permitting documents required to reconstruct the pavement of the Taxiway Bravo apron and ramp area, south of the intersection of Taxiways Bravo and Delta, and the taxi lane behind hangars 1 through 22 that are served by the Bravo apron and ramp.

JUSTIFICATION

According to the most recent Statewide Airfield Pavement Management Program report for OMN, the Taxiway Bravo apron and ramp area exhibits significantly aged pavement with large amounts of medium severity block and alligator cracking, along with longitudinal and transverse cracking, depression, patching, and raveling. Based upon the quantities and severities of the observed distresses, the apron and ramp pavement is beyond its useful life and should be considered for major rehabilitation. The pavement management report indicates that the apron and ramp pavement condition varies from very poor to fair, with an average pavement condition rating of 37 based upon the number of sample units inspected. As a result, the report gives the Taxiway Bravo apron and ramp area an average condition of "very poor." The taxi lane behind hangars 1 through 22 has a pavement condition rating of 9, which indicates an average condition of "failed."

PROJECT COST METHODOLOGY

Project cost estimates have been provided by Hoyle, Tanner and Associates, Inc.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Design Engineering	160,000	0	0	0	0	160,000
Construction	0	2,500,000	0	0	0	2,500,000
Total	160,000	2,500,000	0	0	0	2,660,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Rehabilitate Taxiway Bravo Apron & Ramp Area

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FAA	144,000	2,250,000	0	0	0	2,394,000
FDOT	12,800	200,000	0	0	0	212,800
Airport Fund (Loan)	3,200	50,000	0	0	0	53,200
Total	160,000	2,500,000	0	0	0	2,660,000



DRAWING 1	ORMOND BEACH MUNICIPAL AIRPORT ORMOND BEACH, FLORIDA TAXIWAY BRAVO APRON AREA	Hoyle Tanner Associates, Inc. Consulting Engineers 98 E. MITCHELL HANCOCK RD. SUITE 200 ORMOND, FL. 32765 tel: (407) 386-1919 web: www.hoyletanner.com PROJECT NO. 088700 CADD FILE SCALE: GRAPHIC DATE: DEC 2019 DES. BY: WJM CHKD. BY: DNN DATE: DEC 2019 TWB-APRON REV DESCRIPTION</											
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CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Wildlife Mitigation & Security

PROJECT#

108078

CATEGORY

Facility Construction and Renovation

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will address the recommendations contained in the Statewide General Aviation Airport Security Assessment report provided to the City by the Florida Department of Transportation (FDOT), and the recent Wildlife Hazard Assessment (WHA) required by the Federal Aviation Administration (FAA).

The project consists of three elements to be performed in consecutive annual phases; preparation of a vulnerability assessment and security program, construction of wildlife/security fencing, gates, and perimeter access systems, and construction of new surveillance and lighting systems.

JUSTIFICATION

A vulnerability assessment followed by the development of a security plan is necessary to evaluate the airport's regulatory compliance and the existing level of security so that the airport can identify and effectively respond to its potential vulnerabilities. The City recently completed a year-long Wildlife Hazard Assessment (WHA). The study evaluated wildlife hazard risks and wildlife attractants at the airport.

The WHA concluded the existing 6-foot perimeter fence, gates, and the associated access control systems are inadequate to secure the Aircraft Operating Area (AOA). The WHA recommends installation of a new 10' high perimeter fence with 18-inch outriggers and three strands of barbed wire to effectively secure the perimeter of the AOA in accordance with FAA standards. The existing gates and access control systems at the airport have exceeded their useful life. The airport's motorized gates are governed by antiquated technology that fails or works intermittently depending on factors such as humidity and weather. The installation of new slide gates, gate motors and access control systems will advance Airport Improvement Program (AIP) policy by providing safe and operable access to the AOA by airport users as well as emergency responders. A new, reliable gate and access control system will allow the airport's limited staff to more effectively monitor and maintain airport security. Installation of improved surveillance and lighting systems will permit the airport's limited staff to monitor the perimeter security of the airfield from any location, providing an increase in safety and security consistent with the spirit of the Airport Improvement Program's core principles.

The airport currently has a system of CCTV cameras which allow tower controllers to monitor critical areas of the AOA and gates. This system has exceeded its useful life and needs replacement. A new CCTV system will be installed with a monitoring system in the tower, and remote monitoring capabilities for airport staff, city personnel, and emergency responders. The existing cameras will be re-used or replaced when necessary, and new cameras will be added to allow the tower to monitor several areas of the airfield that are currently not monitored, including taxilanes around hangar buildings. For these camera systems to operate as intended, LED area lights will be added at strategic locations to illuminate gate signs, card readers, and the adjacent areas within each camera's monitoring range.

PROJECT COST METHODOLOGY

Project cost estimates provided by Gale Associates, Inc.

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Wildlife Mitigation & Security

PROJECT#

108078

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	0	58,500	0	0	0	58,500
Security & Lighting	0	0	2,762,500	242,500	0	3,005,000
Total	0	58,500	2,762,500	242,500	0	3,063,500

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FDOT	0	46,800	221,000	194,000	0	461,800
General Fund Reserves	0	11,700	55,250	48,500	0	115,450
FAA	0	0	2,486,250	0	0	2,486,250
Total	0	58,500	2,762,500	242,500	0	3,063,500

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Master Plan Update

PROJECT#

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project is required to update the information, analysis, and recommendations contained in the 2014 Airport Master Plan Update and subsequent interim Airport Layout Plan updates.

JUSTIFICATION

The FAA recommends periodic updates of the Airport Master Plan and Airport Layout Plan to reflect changes in local conditions. This project will update the current Airport Layout Plan to reflect the airport improvement projects completed since the prior update. Failure to conduct these updates could have a negative impact on the availability of necessary state and federal funding for the airport.

PROJECT COST METHODOLOGY

Cost estimates have been provided by Hoyle, Tanner & Associates

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Professional Services	0	250,000	0	0	0	250,000
Total	0	250,000	0	0	0	250,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FAA	0	225,000	0	0	0	225,000
FDOT	0	20,000	0	0	0	20,000
Airport Fund (Loan)	0	5,000	0	0	0	5,000
Total	0	250,000	0	0	0	250,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Tower Handrail Replacement

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Engineering

PROJECT SCOPE

Remove and replace the safety handrail around the observation deck

JUSTIFICATION

The current safety handrail was installed when the tower was constructed and has begun to rust and deteriorate making it unsafe. This should be scheduled for a complete replacement.

PROJECT COST METHODOLOGY

Cost based on similar city projects

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Completely replace the safety	0	0	60,000	0	0	60,000
Total	0	0	60,000	0	0	60,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
General Fund Reserves	0	0	60,000	0	0	60,000
Total	0	0	60,000	0	0	60,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Rehabilitate, Mark and Light Taxiway "E"

PROJECT#

108069

CATEGORY

Airport Improvements

FUND

108-Airport

PROJECT LOCATION

Airport

MANAGEMENT

Airport Manager

PROJECT SCOPE

This project will involve milling and overlaying the surface of Taxiway "E" with new asphalt and will also afford new edge lighting and signage for the taxiway.

JUSTIFICATION

The FDOT Statewide Airfield Pavement Management Program Report has established a Pavement Condition Index (PCI) of 43 for Taxiway Echo. This PCI value equates to a condition rating of "poor" and indicates that action is required to improve the taxiway surface.

PROJECT COST METHODOLOGY

Project cost estimates have been provided by Hoyle, Tanner & Associates.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	0	0	150,000	0	0	150,000
Construction	0	0	0	814,280	0	814,280
Total	0	0	150,000	814,280	0	964,280

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
FAA	0	0	135,000	732,852	0	867,852
FDOT	0	0	12,000	65,142	0	77,142
Airport Fund (Loan)	0	0	3,000	16,286	0	19,286
Total	0	0	150,000	814,280	0	964,280

Table I: Condition Summary by Branch

Branch Name	Area Weighted PCI	PCI Range	Average Condition Rating	FDOT Minimum Service Level	MicroPAVER Minimum PCI	Action Required
CENTER APRON	46	46 - 53	POOR	65	65	X
EAST APRON - HANGAR AREA	24	24	SERIOUS	65	65	X
RUN-UP APRON	100	100	GOOD	65	65	
AP T-HANG	71	71	SATISFACTORY	65	65	
WEST APRON	62	29 - 67	FAIR	65	65	X
RUNWAY 17-35	75	74 - 76	SATISFACTORY	75	65	X
RUNWAY 8-26	67	67	FAIR	75	65	X
TAXIWAY ALPHA	100	100	GOOD	65	65	
TAXIWAY BRAVO	55	37 - 100	POOR	65	65	X
TAXIWAY CHARLIE	100	100	GOOD	65	65	
TAXIWAY DELTA	52	43 - 100	POOR	65	65	X
TAXIWAY ECHO	61	41 - 100	FAIR	65	65	X
TAXIWAY FOXTROT	50	48 - 51	POOR	65	65	X
TAXIWAY TO T-HANGARS	31	31	VERY POOR	65	65	X

“Action Required” in **Table I** is triggered when a section within the identified Branch Facility falls below the FDOT Minimum Service Level. Year 1 Major Rehabilitation needs are triggered in **Table III** when a section in the identified Branch falls below the MicroPAVER Minimum PCI. Major Rehabilitation is also triggered in **Table III** when the section PCI is above critical and the section exhibits significant structural related distresses.

For project level planning and inspection development; the airfield pavement facilities have been divided at the branch level based on facility use and designation, and at the section level based on pavement construction history, composition (e.g. asphalt versus concrete), aircraft traffic operations, and pavement surface conditions. **Table II** provides the overall area weighted condition of the pavement based on facility branch use.



301-GENERAL CAPITAL IMPROVEMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

CDBG South Ridgewood Ave. East Sidewalk

PROJECT#

CATEGORY

Beautification

FUND

301-General Improvement Fund

PROJECT LOCATION

Granada Blvd to Central Avenue

MANAGEMENT

Engineering

PROJECT SCOPE

South Ridgewood Avenue East Side Sidewalk Project from Granada Blvd. to Central Avenue Improvements

JUSTIFICATION

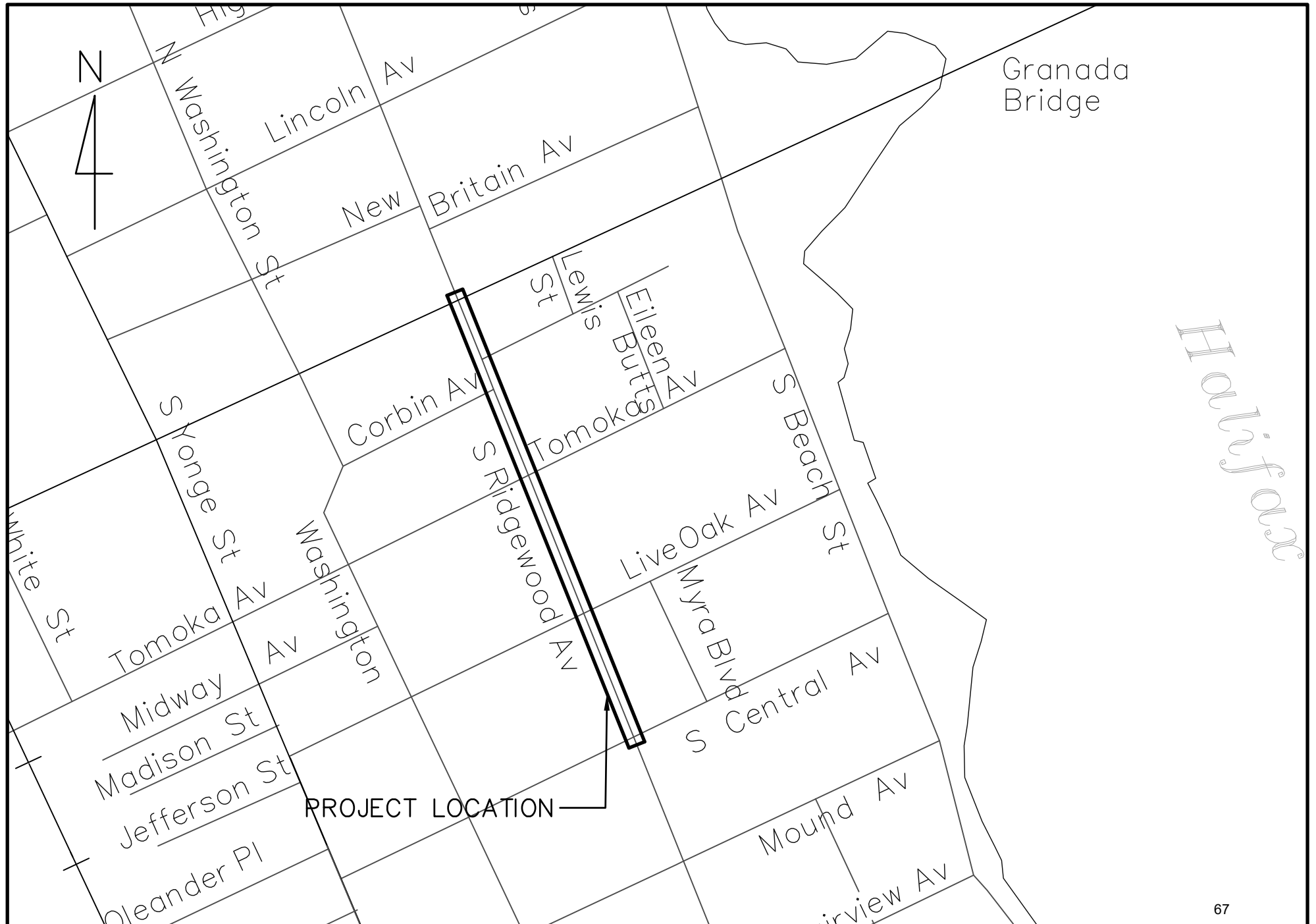
Remove existing 3.5', 4', & 5' non ADA deteriorated sidewalk and replace with a new 5' wide ADA compliant sidewalk. Project also includes ADA compliant detectable mats & curbing.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	130,000	0	0	0	0	130,000
Total	130,000	0	0	0	0	130,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
CDBG	130,000	0	0	0	0	130,000
Total	130,000	0	0	0	0	130,000

S RIDGEWOOD AVE EAST SIDE SIDEWALK



S. Ridgewood Avenue Sidewalk (Granada Blvd. to Central Ave) - Phase 1

Item #	Item Description	Length	Qty	Unit	Unit Cost	Value
1	Sidewalk Removal (5' wide)(Granada to Tomoka)	410	2050	SF	\$ 6.56	\$ 13,448.00
2	Sidewalk Removal (4' wide)(Tomoka to Live Oak)	420	1680	SF	\$ 6.56	\$ 11,020.80
3	Sidewalk Removal (4' wide)(Live Oak to Central)	385	1540	SF	\$ 6.56	\$ 10,102.40
4	Prop. 5' wide Concrete Sidewalk	1215	6075	SF	\$ 6.56	\$ 39,852.00
5	Sidewalk crossing driveways (6" depth)	140	700	SF	\$ 7.67	\$ 5,369.00
6	Removal of Miami Curb (20 lf x 1' wide)(8 Qty)	160	160	SF	\$ 8.00	\$ 1,280.00
7	Re-pour Modify Miami Curb to ADA (8 Qty)	160	160	LF	\$ 40.00	\$ 6,400.00
8	Tree & Vegetation Removal & Bahia Sod		1	LS	\$ 5,000.00	\$ 5,000.00
9	Detectable Mats (20 sf x \$30; 2'x10 area)		10	EA	\$ 700.00	\$ 7,000.00
10	Permits/Bonds/Conc Testing 2K		1	EA	\$ 5,000.00	\$ 5,000.00

SUB TOTAL= \$ 104,472.20

Contingency= 20%

COST ESTIMATE= \$ 125,370.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Chambers Upgrade

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

City Hall Chambers and rm103

MANAGEMENT

Information Technology Department

PROJECT SCOPE

Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak)

JUSTIFICATION

The goals of the audio/visual upgrade are the following; 1. Improved video display and recording capabilities. 2. Improved audio capabilities. 3. Improved reliability and energy efficiency. 4. Install and implement designed audio, video, and sound system solution into the existing City Council Chambers. 5. Improved ease of use for the City Clerk and Mayor for conducting meetings, recording and online streaming of meetings, integration of in-person and online meeting participants for hybrid meetings. 6. Integration and ease of use with streaming and archival software, with both current and other named vendors. The upgrade should include but not be limited to the following areas

- Dias
- City Clerk
- Podium
- Staff Table
- Chamber Room
- Chamber Lobby
- Meeting Room 103
- Broadcast control room

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Video and Recording in Chambers	225,000	0	0	0	0	225,000
Total	225,000	0	0	0	0	225,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Chambers Upgrade

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	225,000	0	0	0	0	225,000
Total	225,000	0	0	0	0	225,000

Budget estimate: \$225,000

below are three proposals received by the City of Lakeland in 2022

On April 14, 2022, Purchasing received the following three proposals:

1. Encore Broadcast Equipment Sales, Inc. – Tampa, FL \$224,984.36
2. Innovated Solutions Inc. – Lakeland, FL \$218,336.77
3. Swagit Productions, LLC – Dallas, TX \$108,990.00

Upgrade City Commission chambers technology (online listening for meetings, microphones, monitors, podium, electronic voting/commission request to speak) (7 votes)

- Team Lead: Chuck Osteen & Susan Dauderis & Expert Consultant
- Support Team: Jesse Godfrey, Robert Carolin, Stefan Sibley, Claire Whitley, Jenn Elston

The objective of this meeting is to determine the requirement to write an RFP to identify an Audio Video System Consultant that's capable of evaluating the City's existing Chambers technology, identify the best technology solution for the City, assist with the preparation of BID/RFP documents for construction and implementation, construction oversight, and the assisting with the removal of the old technology in the Chambers

Here is some recommendation for your consideration:

The goals of the audio/visual upgrade are the following; 1. Improved video display and recording capabilities. 2. Improved audio capabilities. 3. Improved reliability and energy efficiency. 4. Install and implement designed audio, video, and sound system solution into the existing City Council Chambers. 5. Improved ease of use for the City Clerk and Mayor for conducting meetings, recording and online streaming of meetings, integration of in-person and online meeting participants for hybrid meetings. 6. Integration and ease of use with streaming and archival software, with both current and other named vendors.

The upgrade should include but not be limited to the following technologies:

- Chambers upgrade all services and equipment for producing high definition (HD) audio and video broadcast and recordings to integrate the latest technology in council chambers, and the City Manager's Multi-purpose overflow/conference room and
- implement and design a A/V control room.
- Update audio and video components to HD quality to stream to service providers including AT&T, Spectrum, and Civic Plus.
- Integrate methods for council members and board members to participate remotely.
- Introduce technology that allows members to interact using the latest digital mediums (i.e. voting systems, touchscreens, personal screens at each seat)

- Updated technology that gives the audience an improved digital experience during meetings (i.e. viewing presentations)
- Integrate methods to stream meetings online through social media and allow citizen participation through enterprise virtual communications
- Integrate Physical Security with the City Enterprise Security system (Verkada) by place Security Cameras and Card access in the appropriate places. Patron screening Detection Solution

The upgrade should include but not be limited to the following areas

- **Dias**
- **City Clerk**
- **Podium**
- **Staff Table**
- **Chamber Room**
- **Chamber Lobby**
- **Meeting Room 103**
- **Broadcast control room**
- **Other Requirements**

CAPITAL PROJECT DETAIL

PROJECT TITLE

Engineering Planning Renovation

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

City Hall

MANAGEMENT

Planning/Engineering

PROJECT SCOPE

Increase functional space in planning & engineering by renovating the interior walls

JUSTIFICATION

Engineering and planning offices are disjointed and crowded. This project would allow for a better, more thoughtful use of space and allow for additional office space.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	75,000	0	0	0	0	75,000
Design	25,000	0	0	0	0	25,000
Total	100,000	0	0	0	0	100,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	100,000	0	0	0	0	100,000
Total	100,000	0	0	0	0	100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Station 92 & 93 Generators

PROJECT#

CATEGORY

Vehicle Replacement

FUND

301-General Improvement Fund

PROJECT LOCATION

Fire Station 92 & 93

MANAGEMENT

Fleet/Engineering

PROJECT SCOPE

Replace Generator and Automatic Transfer Switch

JUSTIFICATION

The existing generators have reached the end of their service life and are in need of replacement. Station 92 houses the City's EOC and reliable power is imperative to citywide operations. Sta. 93's generator has experienced recent major failures, and is not adequate to power the entire station. This project would replace the generator, automatic transfer switch and associated electrical upgrades. Additional work included would be site work related to flood and wind hazard mitigation, including replacement of concrete pads, elevation of pad at Sta. 93, and protective enclosure at Sta. 93. This project has been submitted for FEMA Hurricane Mitigation Grant Program funding, which would provide 75% funding, leaving a required City match of approx. \$62,500. Should the grant not be successful, see recommended timeline and funding allocations as noted below.

PROJECT COST METHODOLOGY

Quotes

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Fire Station 93 Generator	125,000	0	0	0	0	125,000
Fire Station 92 Generator	0	0	0	0	125,000	125,000
Total	125,000	0	0	0	125,000	250,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Property Taxes-General CIP	125,000	0	0	0	125,000	250,000
Total	125,000	0	0	0	125,000	250,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Telecommunication System Upgrade

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

City-wide

MANAGEMENT

Information Technology

PROJECT SCOPE

Replace existing telecommunication system.

JUSTIFICATION

The City currently utilizes an AT&T Central Exchange (Centrex) telecommunications system. This system is over 30 years old and relies on antiquated equipment that is no longer manufactured, and has only limited technical support from AT&T. The inability to obtain both parts and reliable support for the system, significantly hinders the city's ability to communicate and provide services to city residents, businesses, and visitors. For example, as a result of damage caused by Hurricane Ian, Public Works suffered a major service interruption to its phone system that lasted nearly 3 months. The utility billing phone system that accepts telephonic utility payments was disabled for 26 days, and most recently, the Police Department had several lines down for over 2 weeks.

PROJECT COST METHODOLOGY

Estimate based on similar projects in other Cities

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Telecommunication System Upgrade	900,000	0	0	0	0	900,000
Total	900,000	0	0	0	0	900,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Lease Purchase	900,000	0	0	0	0	900,000
Total	900,000	0	0	0	0	900,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Police Station / EOC

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

Airport Business Park

MANAGEMENT

Engineering

PROJECT SCOPE

This project proposes engaging the services of a architect / planning consultant experienced in the design and planning of public safety facilities to conduct a Needs Assessment & Land Use Study whose focus would be the replacement / relocation of the current Police Station, , a dedicated Emergency Oeprations Center (EOC) and a fire station that will serve as replacement for Volusia County Fire Station 13 upon its decommission. This project will produce a report detailing rooms sizes / areas/uses. general descriptions of the rooms and the requirements of those rooms, site and land use requirements of the public safety campus, general site requirements for potential locations as well as conceptual planning for this facility.

JUSTIFICATION

A top priority identified by the City Commission at their January 31, 2023 Strategic Planning Workshop was for the development of a new Police Station and Emoercgency Operations Center (EOC). Specifically, this priority identified a need to located this facility west of the current Police Station and EOC to a location both near the geographic center of the City which would in turn provide for a location less succeptable to the impact of sever weather events.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Initial Planning	100,000	0	0	0	0	100,000
Planning, Design, and Permitting	0	2,900,000	0	0	0	2,900,000
Construction	0	0	14,000,000	24,000,000	0	48,000,000
Total	100,000	2,900,000	14,000,000	24,000,000	0	51,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Police Station / EOC

PROJECT#

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
General Fund Reserves	100,000	0	0	0	0	100,000
To Be Determined	0	1,450,000	4,000,000	24,000,000	0	49,450,000
Legislative Funding	0	1,450,000	0	0	0	1,450,000
Total	100,000	2,900,000	4,000,000	24,000,000	0	51,000,000

New Police Station / EOC Capital Cost - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Land Acquisition	15.8	AC	\$0	\$0
2	Building Construction -PD/ EOC	77,610	GSF	\$425	\$32,984,250
3	Fire Station	17,500	GSF	\$275	\$4,812,500
4	Site Work	14	AC	\$400,000	\$5,680,000
Construction Sub-Total					\$43,476,750
Contingency @ 10%					\$4,347,675
Design, Survey, Geotech, and Permitting					\$2,869,466
Total Estimated Project Cost					\$50,693,891

New Police Station / EOC Capital Cost - Annual Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Police Station Admin Budget *	1	LS	\$370,000	\$370,000
2	Fire Station Admin Budget *	1	LS	\$50,000	\$50,000
3	EOC Admin Budget	1	LS	\$50,000	\$50,000
4	PoliceStation / EOC Replacement Reserve	1	LS	\$1,100,000	\$1,100,000
5	Fire Station Replacement Reserve	1	LS	\$160,000	\$160,000
	* Admin Cost - Taken from Previous Year Rollup (150 +% Scale Up applied as appropriate)				
Annual Cost Subtotal Operation					\$470,000
Annual Cost Replacement Reserve					\$1,260,000
Total Estimated Annual Cost					\$1,730,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC LED Softball Quad Lighting

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvement

FUND

301-General Improvement Fund

PROJECT LOCATION

Ormond Beach Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Improvements will include LED lighting at the Softball Quad

JUSTIFICATION

Installation of new LED lighting to the softball Quad using Musco Lighting with automated remote control access. The new lighting comes with a 25 year guarantee and will provide more efficient and environmentally-friendly lighting. The lighting project will be beneficial to the softball programs and will be an added asset in obtaining future softball rentals.

PROJECT COST METHODOLOGY

Musco lighting proposal to convert the softball quad to LED lighting

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Construction	0	740,000	0	0	0	740,000
Total	0	740,000	0	0	0	740,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	370,000	0	0	0	370,000
Echo Grant	0	370,000	0	0	0	370,000
Total	0	740,000	0	0	0	740,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

SAN Replacement

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

HDC/ Police Department

MANAGEMENT

IT Department

PROJECT SCOPE

Upgrading Storage Area Network including hardware and ongoing support and maintenance

JUSTIFICATION

The City is looking for a replacement storage system to operate our production and virtual environment. The current system is end of life and but currently under support until 2026 and will be moved into a secondary backup system over at the Police Department. The SAN over at the Police Department is end of life and end of support! This unit currently act as our DR and snap shot storage. The workloads are a mix of production VMware VMs, including 18 of the most critical VMs for City operations. Windows user profiles are on these VMs. File servers peak at about 300 concurrent user sessions. There are about 5 database servers, mostly Windows SQL Server with some Linux database servers. Our email runs on Exchange is also stored here file servers

PROJECT COST METHODOLOGY

Estimate via Quote

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
SAN replacement	0	260,000	0	0	0	260,000
Total	0	260,000	0	0	0	260,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	260,000	0	0	0	260,000
Total	0	260,000	0	0	0	260,000

**Empire Computing and Consulting Inc**

120 N Frederick Ave
Daytona Beach, FL 32114
386-253-6506 Fax: 386-253-6508

Quote #:	18670
Quote Date:	4/19/2023
Page:	1
Customer #:	148

Quoted To:

City of Ormond Beach
City Hall 22 S. Beach Street
Attn
Ormond Bch, FL 32174

Valid Through: 5/19/2023

Phone: 386-615-7031		Cust PO:		Terms: net 30	
Reference: CoOB Nimble6030		Ship Via: Ground		Salesperson: GLORIAB	
Stock Code	Description	Quantity	Price	Extended	
R4U29A	HPE Alletra 6030 Dual Controller Configure-to-order Base Array	1.00	47,344.80	47,344.80	
R0R12A	HPE Alletra 6000 2x10/25GbE 2-port FIO Adapter Kit	2.00	3,860.40	7,720.80	
R7D07A	HPE Alletra 6000 2x25Gb SFP28 SR 100m FIO Transceiver	2.00	1,834.80	3,669.60	
R7D05A	HPE Alletra 6000 2x10Gb SFP+ SR FIO Transceiver	2.00	700.80	1,401.60	
R7S82A	HPE Alletra 6000 46TB (24x1.92TB) NVMe Flash Carrier FIO Flash Bundle	1.00	128,448.00	128,448.00	
R9D23A	HPE C13 - C14 2m WW PDU FIO Pwr Cord	4.00	15.00	60.00	
R9X15A	HPE Alletra Tier 1 Storage Array Std Trk	1.00	0.00	0.00	
R7G13A	HPE Alletra 6000/H 4x1600W FIO AC PS Kit	1.00	4,320.00	4,320.00	
Q8G27B	HPE Nimble Storage NOS Default FIO Software	1.00	1.00	1.00	
S1E76AAE CTH	5yr Subscription	284.00	150.00	42,600.00	
HA124A1	HPE Technical Installation Startup SVC	1.00	0.00	0.00	
HA124A1 5MR	HPE Tier 1 Storage Array Startup SVC	1.00	5,757.05	5,757.05	
HU4A6A5 ZUN	HPE Alletra 6000 2x10/25GbE 2p Kit Supp	2.00	354.45	708.90	
HU4A6A5 ZUF	HPE Alletra 6030 Base Array Supp	1.00	4,387.70	4,387.70	
HU4A6A5 ZV4	HPE Alletra 6000 AF 46TB 1.92 Flash Supp	1.00	11,774.20	11,774.20	

SubTotal:	258,193.65
Tax:	0.00
Shipping:	0.00
Total:	258,193.65

CAPITAL PROJECT DETAIL

PROJECT TITLE

Server Replacement

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

HDC

MANAGEMENT

Information Technology Department

PROJECT SCOPE

Server Replacement

JUSTIFICATION

The City has 6 physical servers with 3 running 35 virtual servers that are up for replacement and have reached end of life and are no longer under warranty.

Server replacement and hardware upgrades will keep the City's computer system up to date to industry requirements and maintain a reliable computer environment .

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Server replacment	0	0	175,000	0	0	175,000
Total	0	0	175,000	0	0	175,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	0	175,000	0	0	175,000
Total	0	0	175,000	0	0	175,000

Servers listed below are expired and End of Life and Support and estimate at \$30,000 each to replace

Customer No	Customer Name	Tag	Ship Date	Contract End Date	Brand Description	Partner	PO Number	Tag Zip Code
4307499	CITY OF ORMOND BEACH	BW048Y1*	8/13/2013	8/14/2020	POWEREDGE R520	CITY OF ORMOND BEACH	11741	32174-6386
4307499	CITY OF ORMOND BEACH	BW058Y1*	8/13/2013	8/14/2020	POWEREDGE R520	CITY OF ORMOND BEACH	11741	32174-6386
4307499	CITY OF ORMOND BEACH	BW038Y1*	8/13/2013	8/14/2020	POWEREDGE R520	CITY OF ORMOND BEACH	11741	32174-6386
4307499	CITY OF ORMOND BEACH	55909Y1*	8/28/2013	8/29/2020	POWEREDGE R720	CITY OF ORMOND BEACH	11741	32174-6386
4307499	CITY OF ORMOND BEACH	55839Y1*	8/28/2013	8/29/2020	POWEREDGE R720	CITY OF ORMOND BEACH	11741	32174-6386
4307499	CITY OF ORMOND BEACH	55829Y1*	8/28/2013	8/29/2020	POWEREDGE R720	CITY OF ORMOND BEACH	11741	32174-6386

CAPITAL PROJECT DETAIL

PROJECT TITLE

Station Alerting

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

Fire Stations

MANAGEMENT

Fire

PROJECT SCOPE

Replacement of Fire Station Alerting Systems

JUSTIFICATION

This request is to replace systems which alert personnel of a call at each of the four fire stations. Every fire station in Volusia County will need to meet this requirement. The County pending update to the dispatch system will not work with our current alerting system. The County will be going out for RFP and then the type of system will be offered to the municipal providers. The consultant has estimated this could take approximately 17 months. Ormond Beach has four fire stations and this is the primary we receive our calls for service from main dispatch. The estimate cost for this project is about \$50,000 to 75,000 per station. We are estimating \$60,000 per station for a total of \$240,000

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Alerting Systems	0	0	240,000	0	0	240,000
Total	0	0	240,000	0	0	240,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	0	240,000	0	0	240,000
Total	0	0	240,000	0	0	240,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

City Hall Access Control

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

301-General Improvement Fund

PROJECT LOCATION

City Hall

MANAGEMENT

Engineering

PROJECT SCOPE

Install RFID locks and integrated cameras at City Hall

JUSTIFICATION

This project would enable better building security, and allow for a more holistic control and monitoring of who enters the building and when.

PROJECT COST METHODOLOGY

Received Quote from Empire

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Installation	0	0	0	100,000	0	100,000
Total	0	0	0	100,000	0	100,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	0	0	100,000	0	100,000
Total	0	0	0	100,000	0	100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Wi-Fi replace and upgrade

PROJECT#

CATEGORY

Technology

FUND

301-General Improvement Fund

PROJECT LOCATION

City Wide

MANAGEMENT

Information Technology Department

PROJECT SCOPE

Upgrade our Wi-Fi to next Gen Wi-Fi 6g

JUSTIFICATION

Our Wi-fi AP's will be nearing end of life and since nearly all new devices, from notebooks to tablets, camera, phones, support Wi-Fi 6. The City should replace its Wi-Fi-Fi infrastructure with Wi-Fi 6. Wi-Fi is about to get faster with the release of its new IEEE standard 802.11ax, known as Wi-Fi 6. This latest update to the Wi-Fi protocol is designed to transmit data faster, better negotiate bandwidth among several computers and devices connected to a network, and offers more reliable delivery of high-bandwidth applications, such as streaming video.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Wif-Fi to Wi-Fi 6 upgrade and	0	0	0	0	25,000	25,000
Total	0	0	0	0	25,000	25,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-General CIP	0	0	0	0	25,000	25,000
Total	0	0	0	0	25,000	25,000

Estimated cost at: \$25,000

SCOPE OF SERVICES: The IT Department is seeking thru this project to purchase and install a Wi-Fi 6 protocol wireless network solution, comprised of hardware, such as access points, mounting systems, and controllers, and including management system software, authentication services. Wi-Fi 6 is backwards compatible with older Wi-Fi clients, and also has greater speeds and better connectivity, as well as increased support for multiple, high-bandwidth devices. Project will include all wireless networking hardware and software (including installation, configuration, basic testing, and coordination) to make that possible.



302-GENERAL VEHICLE AND EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-General

PROJECT#

302VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

302-General Vehicle Replacement Fund

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of this program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified as incurring the greatest maintenance expense over the life of the vehicle, reaching or exceeding the expected life in terms of age, and having relative high mileage. The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Vehicles	224,000	0	0	0	0	224,000
Total	224,000	0	0	0	0	224,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Vehicles	224,000	0	0	0	0	224,000
Total	224,000	0	0	0	0	224,000

CIP Work Sheet FY 2023-24

Description	Year	Department	#	2023-24
Sterling 14 yard dump truck	2004	Street Maint.	272	130,000
Ford 250 4x4	2014	Street Maint.	208	29,000
Chevy Van 1 Ton	2002	Building Maint.	403	30,000
Total General Fund 302				189,000

Vehicle and Equipment Repair/Replacement Evaluation		
Vehicle: #272	Evaluated by : Howard Rubright	
Dept.: 3003	Supervisor: Kevin M Gray	
	Points Assigned	Comments
Year of vehicle. One point assigned per year. Example: A 2000 vehicle would be assigned 20 points because it is 20 years old.	19	2004 Sterling 14 Yard Dump
Mileage or hours of use. One point is assigned for each 10,000 miles or 1,500 hours of operation. Example: A vehicle with 87,000 miles would receive 9 points as it is rounded up.	4	56,422
General overall condition. This category takes into consideration body condition, rust, interior condition, anticipated repairs, etc. A scale from 1-5 is used, with 5 being an extremely poor...possibly unsafe condition.	5	Dash is cracked badly parts unavailable, this company is out of production. Many scratches and dents all around. Interior worn driver seat needs rework. Dump bed has been repaired several times due to rust out and damage from incorrect loading of materials. Has numerous dents and Headlights and paint is faded. Suspension worn.
Type of service. Points are assigned as either 1,3,or 5 depending on the type of use the vehicle had during most of its life. Example: A '5' would be assigned to vehicles that were utilized as patrol cars as that is considered severe service, while a staff car would be a '1'.	5	Roadside/Streets
Reliability of vehicle. Points are assigned as 1-5 depending on the frequency that the vehicle is in the shop for repairs. A '5' should be assigned to a vehicle that is in the shop 3 or more times a month on average. A '1' would be used for once every 3 months or less.	3	This vehicle has been in the shop 6 times this year.
Total operating cost. Points are assigned as 1,3,or 5 depending on the total cost per mile factor. This figure includes maintenance and operational costs in relation to other vehicles utilized for the same purpose.	5	Purchase Price \$66,980.00 total \$73,147.89 LTD M&R 109% of Purchase Price Cost per mile \$1.29
Have warranties expired?	yes	☐ Check if general overall condition can defer vehicle replacement
Total Points	41	(Shop Supervisor approval required)
28 + points	X	Needs immediate replacement
23-27 points		Condition is borderline
18-22 points		Condition is fair/good
Under 18 points		Condition is good/excellent

305-PUBLIC SAFETY VEHICLE EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

EOC - Satellite Phones

PROJECT#

CATEGORY

Technology

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

EOC/Fire/Police

MANAGEMENT

EOC and IT

PROJECT SCOPE

Satellite Communications

JUSTIFICATION

Satellite mobile phones utilize satellites to communicate with landline, cellular, or other satellite phones in most regions of the world. City Leaders use satellite mobile phones for emergency communications in order to coordinate response and recovery efforts in remote areas, where there are no landline or cellular telephone networks, or in areas where existing networks are damaged or overloaded during a natural disaster (e.g., severe weather) or a man-made incident, including potential chemical, biological, radiological, nuclear, or explosive events.

PROJECT COST METHODOLOGY

Quote

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>	<u>Other Requests without identified funding source</u>
EOC - Satellite Phones	18,000	0	0	0	0	18,000	0
Total	18,000	0	0	0	0	18,000	0

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>	<u>Other Requests without identified funding source</u>
Property Taxes-Public Safety	18,000	0	0	0	0	18,000	0
Total	18,000	0	0	0	0	18,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Quint Fire Apparatus

PROJECT#

CATEGORY

Vehicle and Equipment Replacement

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

Fire Station

MANAGEMENT

Fire

PROJECT SCOPE

Purchase an aerial apparatus to replace a 2006 quint apparatus, and place our 2011 front-line quint into reserve status.

JUSTIFICATION

Both current units have had several major/costly repairs, and are due for replacement. With currently-funded engine apparatus completing its last lease/purchase payment in FY 22, we would like to continue that funding into the requested quint, in FY 24. We have many options when it comes to leasing large emergency apparatus. Fire Rescue has been working with our current vendor Ten-8 Fire Apparatus on options. PNC Equipment finances Pierce units and works with 10-8 on options. Fire Rescue has identified a 12 year replacement scheduled that would include leasing the units for 10 years, then trading back the units. This program would keep the frontline units operational with a lower repair cost and reduces down time. This program also includes major equipment replacement with the new units. It should be noted that industry-wide, production timelines have increased from 12 months to 30 months to take delivery.

PROJECT COST METHODOLOGY

FSA purchasing contract pricing, option changes, and equipment quotes

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>	<u>Other Requests without identified funding source</u>
Quint Fire Apparatus	1,500,000	0	0	0	0	1,500,000	0
Total	1,500,000	0	0	0	0	1,500,000	0

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>	<u>Other Requests without identified funding source</u>
Lease Purchase	1,500,000	0	0	0	0	1,500,000	0
Total	1,500,000	0	0	0	0	1,500,000	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Public Safety

PROJECT#

305VEH

CATEGORY

Vehicle Replacement

FUND

305-Public Safety Vehicle & Equipment Fund

PROJECT LOCATION

Police Department

MANAGEMENT

Police

PROJECT SCOPE

Annual Vehicle Replacement Program

JUSTIFICATION

Replacement of Police Vehicles on the following schedule: Patrol every seven years; Special Unit every ten years; Motorcycles every 4 years

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Police Vehicles	625,000	0	0	0	0	625,000
Fire Vehicles	45,000	0	0	0	0	45,000
Total	670,000	0	0	0	0	670,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Public Safety	670,000	0	0	0	0	670,000
Total	670,000	0	0	0	0	670,000

CIP Work Sheet FY 2023-24

Description	Year	Department	#	2023-24
Chevy 1500	2012	Police CSO	115	35,000
Chevy Malibu	2012	Police Admin	120	45,000
Chevy Caprice	2011	Police	132	65,000
Chevy Caprice	2011	Police	137	65,000
Chevy Caprice	2011	Police	143	65,000
Chevy Caprice	2013	Police	144	65,000
Chevy Caprice	2013	Police	220	65,000
Chevy Caprice	2013	Police	198	65,000
Harley Motor	2017	Police	M98	45,000
Total Public Safety Fund 305				515,000



308-TRANSPORTATION FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Neighborhood Traffic Calming

PROJECT#

308234

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of traffic calming devices on neighborhood streets as part of neighborhood traffic calming program

JUSTIFICATION

The issue of installing traffic calming measures within the City has been the topic of discussion in recent years. The basis of a neighborhood traffic calming program was presented to the City Commission that utilized a combination of mainly physical measures to reduce the negative effect of motorized vehicle use and improve conditions for non-motorized street users. Traffic calming measures have inherent advantages including the reduction of speed, increased safety, reduction of cut-through traffic, and enhancement of the street environment. The traffic calming program will produce candidate streets on a semi-annual basis through priority data analysis.

PROJECT COST METHODOLOGY

Based on recent construction projects

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Traffic Calming Measures	70,000	50,000	50,000	50,000	50,000	270,000
Total	70,000	50,000	50,000	50,000	50,000	270,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Property Taxes - Transportation	70,000	50,000	50,000	50,000	50,000	270,000
Transportation Reserves	0	0	0	0	0	0
Total	70,000	50,000	50,000	50,000	50,000	270,000

Neighborhood Traffic Calming

Project Notes: Project to include for FY 2022/2023 installation of speed tables and radar feedback signs as a part of the City's Neighborhood Traffic Calming Program

Project Probable Cost

Construction

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Price
1	Mobilization/ Demobilization (~5%)	1	LS	\$2,250.00	\$2,250
2	Speed Tables	12	EA	\$2,750.00	\$33,000
3	Radar Feedback Signs	2	EA	\$4,500.00	\$9,000
4	Additional Signage	1	LS	\$1,000.00	\$1,000
5	Electric	1	LS	\$500.00	\$500
6	Restoration	1	LS	\$500.00	\$500
7	Permitting and fees	1	LS	\$0.00	\$0
8	Maintenance of Traffic	1	LS	\$1,000.00	\$1,000

Construction **\$47,250**

Construction Budget \$50,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Railroad Crossing

PROJECT#

308123

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Various

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of the railroad crossings by the Florida East Coast Railroad

JUSTIFICATION

The City through an agreement with the Florida East Coast Railroad (FEC) for roadway crossings of the railway is required to fund the railroad crossing improvements as identified by the FEC. Average costs for repairs average around \$100,000. FEC does not have a planned improvement program that they are able to provide.

PROJECT COST METHODOLOGY

Estimated amount from previous years. Cost varies depending of number of lanes and work to be done

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Railroad Crossing	100,000	100,000	100,000	100,000	100,000	500,000
Total	100,000	100,000	100,000	100,000	100,000	500,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes - Transportation	100,000	100,000	100,000	100,000	100,000	500,000
Transportation Reserves	0	0	0	0	0	0
Total	100,000	100,000	100,000	100,000	100,000	500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Road Rehabilitation

PROJECT#

308225

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Various

MANAGEMENT

Engineering

PROJECT SCOPE

Resurfacing of City streets as part of an on-going maintenance policy in order to prevent street deterioration and excessive reconstruction costs.

JUSTIFICATION

The results of a 1995 survey of City residents regarding their satisfaction with City services indicated that street repair was the lowest rated City service.. In addition, based on the level of funding that existed prior to 1997, the backlog of resurfacing would continue to increase and the condition of local roads would deteriorate further to the point where reconstruction would be necessary at an average cost of \$1,367,000 per mile rather than \$170,000 per mile for resurfacing.

In FY 2017 the City began using Micro surfacing and other Pavement preservation techniques. Micro surfacing results in a final product indistinguishable from traditional mill and resurface with asphalt but comes at a cost on 60,000 per mile, a nearly 65% cost savings. With installation issues, and having to resurface some recently micro surfaced roads, staff is re-evaluating the use of micro surfacing and is currently slotting future rehabilitation efforts as Mill and Resurface only.

Consequently, a comprehensive road improvement plan with dedicated funding source was developed and approved by the City Commission. The road improvement program is intended to reduce the projected road improvement backlog to a manageable level and protect the City's 187-mile road network that is valued at \$51 million.

PROJECT COST METHODOLOGY

Estimates are base upon unit pricing from recent bids of similar roadway resurfacing project within the City.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
2024 Roadway resurfacing	750,000	0	0	0	0	750,000
2025 Roadway Resurfacing	0	750,000	0	0	0	750,000
2026 Roadway Resurfacing	0	0	750,000	0	0	750,000
2027 Roadway Resurfacing	0	0	0	750,000	750,000	1,500,000
2026 Roadway Microsurfacing	0	0	0	0	0	0
2022 Roadway resurfacing	0	0	0	0	0	0
2023 Roadway resurfacing	0	0	0	0	0	0
2021 Roadway Microsurfacing	0	0	0	0	0	0
2022 Roadway Microsurfacing	0	0	0	0	0	0

CAPITAL PROJECT DETAIL

PROJECT TITLE

PROJECT#

Road Rehabilitation

308225

2023 Roadway Microsurfacing	0	0	0	0	0	0
2021 Roadway resurfacing	0	0	0	0	0	0
2024 Roadway Microsurfacing	0	0	0	0	0	0
2027 Roadway Microsurfacing	0	0	0	0	0	0
2025 Roadway Microsurfacing	0	0	0	0	0	0
Total	750,000	750,000	750,000	750,000	750,000	3,750,000

REVENUE

2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Transportation Reserves	300,000	300,000	300,000	300,000	1,500,000
Local Option Gas Tax	250,000	250,000	250,000	250,000	1,250,000
Property Taxes - Transportation	200,000	200,000	200,000	200,000	1,000,000
Total	750,000	750,000	750,000	750,000	3,750,000

Year	Name	FrSegment	ToSegment	Length	ASPHALT TONNAGE	REPAIR COST
2023-2024	POINTVIEW LN	ORMOND LAKES BLVD	CUL-DE-SAC	370	117	\$ 15,202.03
2023-2024	BLOCKHOUSE CT	ORMOND LAKES BLVD	CUL-DE-SAC	1220	262	\$ 34,012.03
2023-2024	CLIFFSIDE DR	ORMOND LAKES BLVD	DEERSKIN LN	1155	227	\$ 29,465.02
2023-2024	MOONGLOW DR	CLIFFSIDE DR	FLOWERTREE DR	854	160	\$ 20,748.82
2023-2024	FLOWERTREE DR	MOONGLOW DR	E & W CUL-DE-SACS	895	200	\$ 25,906.87
2023-2024	LOCHWIND LN	CLIFFSIDE DR	CUL-DE-SAC	474	130	\$ 16,814.08
2023-2024	INDIAN BOW LN	CLIFFSIDE DR	CUL-DE-SAC	198	75	\$ 9,773.08
2023-2024	DEERSKIN LN	CLIFFSIDE DR	E & W CUL-DE-SACS	790	187	\$ 24,218.29
2023-2024	DEPARDO LN	MOONGLOW DR	CUL-DE-SAC	395	97	\$ 12,571.32
2023-2024	GRACKLE LN	FLOWERTREE DR	CUL-DE-SAC	253	80	\$ 10,308.81
2023-2024	SHERRINGTON DR	ORMOND LAKES BLVD	ORMOND LAKES BLVD	1170	230	\$ 29,847.69
2023-2024	WAYLAND CIR	SHERRINGTON DR	CUL-DE-SAC	470	115	\$ 14,878.90
2023-2024	STONEY RIDGE LN	SHERRINGTON DR	CUL-DE-SAC	1016	213	\$ 27,658.61
2023-2024	VOLUNTEER LN	STONEY RIDGE LN	CUL-DE-SAC	514	119	\$ 15,462.00
2023-2024	INDIAN HEAD DR	ORMOND LAKES BLVD	CUL-DE-SAC	1768	364	\$ 47,118.53
2023-2024	CYPRESS PARK CT	INDIAN HEAD DR	CUL-DE-SAC	318	83	\$ 10,701.19
2023-2024	COTTON MILL CT	INDIAN HEAD DR	CUL-DE-SAC	314	82	\$ 10,604.01
2023-2024	NOCOROCO CT	INDIAN HEAD DR	CUL-DE-SAC	246	69	\$ 8,951.88
2023-2024	KING PHILLIPS WAY	ORMOND LAKES BLVD	INDIAN HEAD DR	339	64	\$ 8,236.36
2023-2024	SAWTOOTH LN	OLD TOMOKA RD	SOUTHERN PINE TRL	1100	217	\$ 28,061.93
2023-2024	ROCKY BLUFF DR	ORMOND LAKES BLVD	LAKEBLUFF DR	1386	312	\$ 40,409.18
2023-2024	PINION CIR	FIESTA DR.	CUADRO PLACE	2000	375	\$ 48,592.08
2023-2024	JOLYNN DR	ORMOND LAKES BLVD	CUL-DE-SAC	439	114	\$ 14,828.54
2023-2024	CROSSINGS TRL	CLYDE MORRIS BLVD	CUL-DE-SAC	835	227	\$ 29,444.37
2023-2024	WANDERING OAKS DR	PARKSIDE DR	BROOKSIDE DR	2000	375	\$ 48,592.08
2023-2024	GOWERS ST	N US 1	FLAGLER RD	405	76	\$ 9,839.90
2023-2024	S. CENTER ST	TOMOKA AVE	SANDY OAKS BLVD	800	150	\$ 19,436.83
2023-2024	SHERRINGTON DR	ORMOND LAKES BLVD	ORMOND LAKES BLVD	1170	230	\$ 29,847.69
2023-2024	WINDING WOODS TRL	SR 40	CUL-DE-SAC	1600	300	\$ 38,873.67
2023-2024	OLD WIGGINS LN	LAKEBLUFF DR	CUL-DE-SAC	399	119	\$ 15,406.79
2023-2024	OLD CANYON LN	ORMOND LAKES BLVD	CUL-DE-SAC	798	209	\$ 27,039.73
2023-2024	WOODLANDS CIR	WOODLAND BLVD	CUL-DE-SAC	400	75	\$ 9,718.42

Total \$ 732,570.72

Year	Name	FrSegment	ToSegment	Length	ASPHALT TONNAGE	REPAIR COST
2024-2025	LAKEBLUFF DR	ORMOND LAKES BLVD	CLIFFVIEW LN	920	190	\$ 24,587.59
2024-2025	LAKEBLUFF DR	CLIFFVIEW LN	CAMP MACRAE	1020	210	\$ 27,260.16
2024-2025	LAKEBLUFF DR	CAMP MCRAE LN	ORMOND LAKES BLVD	3086	694	\$ 89,973.10
2024-2025	JOLYNN DR	ORMOND LAKES BLVD	CUL-DE-SAC	439	114	\$ 14,829.09
2024-2025	WILD FERN LN	JOLYNN DR	LORELANE DR	996	187	\$ 24,198.86
2024-2025	WATERBLUFF DR	WILD FERN LN	WILD FERN LN	970	182	\$ 23,567.16
2024-2025	LORELANE DR	ORMOND LAKES BLVD	CUL-DE-SAC	348	65	\$ 8,455.02
2024-2025	WILD CAT LN	ORMOND LAKES BLVD	CUL-DE-SAC	698	186	\$ 24,124.75
2024-2025	OLD CANYON LN	ORMOND LAKES BLVD	CUL-DE-SAC	798	209	\$ 27,040.28
2024-2025	ROCKY BLUFF DR	ORMOND LAKES BLVD	LAKEBLUFF DR	1386	312	\$ 40,409.18
2024-2025	COQUINA CLIFF CIR	ROCKY BLUFF DR	CUL-DE-SAC	109	54	\$ 6,952.31
2024-2025	OLD MCDUFFIE CIR	ROCKY BLUFF DR	CUL-DE-SAC	214	77	\$ 10,013.61
2024-2025	OLD WIGGINS LN	LAKEBLUFF DR	CUL-DE-SAC	399	119	\$ 15,407.33
2024-2025	CLIFFWOOD CIR	LAKEBLUFF DR	CUL-DE-SAC	219	64	\$ 8,295.88
2024-2025	TIMUCUAN DR	LAKEBLUFF DR	LAKEBLUFF DR	1885	353	\$ 45,798.04
2024-2025	MINNOW DR	LAKEBLUFF DR	LAKEBULFF DR	1161	218	\$ 28,207.70
2024-2025	HIGHLAND OAKS TRL	SAWTOOTH LN	CUL-DE-SAC	250	81	\$ 10,440.01
2024-2025	SAINT ANDREWS TER	S. ST. ANDREWS DR	S. ST. ANDREWS DR	445	88	\$ 11,352.33
2024-2025	OLD MCDUFFIE CIR	ROCKY BLUFF DR	CUL-DE-SAC	214	77	\$ 10,013.06
2024-2025	SOUTHERN PINE TRL	SAWTOOTH LN	CUL-DE-SACS N&S	754	185	\$ 23,957.11
2024-2025	FOXBROW LOOK	HUNTERS RIDGE BLVD	HUNTERS RIDGE BLVD	376	71	\$ 9,135.31
2024-2025	WYNDHAM LOOK	HAMLET TRACE	CUL-DE-SAC	121	71	\$ 9,234.59
2024-2025	COTTEN SEED TRL	SADDLE CREEK TRL	CUL-DE-SAC	198	75	\$ 9,773.08
2024-2025	OLD BARN TRL	SADDLE CREEK TRL	CUL-DE-SAC	220	80	\$ 10,334.32
2024-2025	HAMLET CIR	WOODLAND BLVD	CUL-DE-SAC	400	75	\$ 9,718.42
2024-2025	HIGHLAND OAKS TRL	SAWTOOTH LN	CUL-DE-SAC	250	81	\$ 10,440.01
2024-2025	SAINT ANDREWS TER	S. ST. ANDREWS DR	S. ST. ANDREWS DR	445	88	\$ 11,352.33
2024-2025	OLD MCDUFFIE CIR	ROCKY BLUFF DR	CUL-DE-SAC	214	77	\$ 10,013.06
2024-2025	SOUTHERN PINE TRL	SAWTOOTH LN	CUL-DE-SACS N&S	754	185	\$ 23,957.11
2024-2025	FOXBROW LOOK	HUNTERS RIDGE BLVD	HUNTERS RIDGE BLVD	376	71	\$ 9,135.31
2024-2025	WYNDHAM LOOK	HAMLET TRACE	CUL-DE-SAC	121	71	\$ 9,234.59
2024-2025	COTTEN SEED TRL	SADDLE CREEK TRL	CUL-DE-SAC	198	75	\$ 9,773.08
2024-2025	OLD BARN TRL	SADDLE CREEK TRL	CUL-DE-SAC	220	80	\$ 10,334.32
2024-2025	LOCHMERE LN	LAKEBLUFF DR	CUL-DE-SAC	410	103	\$ 13,348.79
2024-2025	GREENFERN CIR	LAUREL DR	CUL-DE-SAC	600	113	\$ 14,577.63
2024-2025	PINE SHADOWS TRL	CROSSINGS TRL	CUL-DE-SAC	452	120	\$ 15,593.20
2024-2025	CYPRESS VIEW TRL	CROSSING TRL	CUL-DE-SAC	503	126	\$ 16,380.39
2024-2025	BAYBERRY CT	ROCKEFELLER DR	ROCKEFELLER DR	400	68	\$ 8,746.58
2024-2025	GOLDEN OAK LANE	HIDDEN HILLS DR	SPANISH OAK LN	329	62	\$ 7,993.40
2024-2025	OLD CREEK CIR	TIMUCUAN DR	CUL-DE-SAC	245	69	\$ 8,926.91
2024-2025	ECLIPSE TRL	MAIN TRL	CUL-DE-SAC	250	47	\$ 6,074.01
2024-2025	INVERRAY CT	OCEAN PINES DR	CUL-DE-SAC	214	79	\$ 10,181.26

2024-2025	ALICEN CT	WINDING WOODS TRL	CUL-DE-SAC	300	56	\$ 7,288.81
2024-2025	IRONWOOD CT	SYCAMORE CIR	CUL-DE-SAC	233	73	\$ 9,395.28
2024-2025	SHELLEY WAY	WINDING WOODS TRL	MARJORIE TRL	400	75	\$ 9,718.42

Total \$ 745,542.81

Year	Name	FrSegment	ToSegment	Length	ASPHALT TONNAGE	REPAIR COST
2025-2026	PRINCESS CIR	MINNOW DR	CUL-DE-SAC	293	78	\$ 10,093.79
2025-2026	CAMP MCRAE LN	LAKEBLUFF DR	LAKECLIFF DR	350	69	\$ 8,928.80
2025-2026	CLIFFVIEW LN	LAKEBLUFF DR	CUL-DE-SAC	512	123	\$ 15,951.57
2025-2026	WATERCLIFF LN	LAKEBLUFF DR	CUL-DE-SAC	407	117	\$ 15,104.85
2025-2026	OLD CREEK CIR	TIMUCUAN DR	CUL-DE-SAC	245	69	\$ 8,927.58
2025-2026	OLD PORT CIR	TIMUCAN DR	CUL-DE-SAC	216	63	\$ 8,223.00
2025-2026	OSCELOT CT	LAKEBLUFF DR	CUL-DE-SAC	311	81	\$ 10,531.12
2025-2026	LAKECLIFF DR	LAKEBLUFF DR	CUL-DE-SAC	1200	236	\$ 30,613.01
2025-2026	LOCHMERE LN	LAKEBLUFF DR	CUL-DE-SAC	410	103	\$ 13,349.46
2025-2026	WINDWILLOW LN	ORMOND LAKES BLVD	CUL-DE-SAC	149	66	\$ 8,523.05
2025-2026	Ormond Lakes BLVD	N US 1	LAKEBLUFF DR	2727	869	\$ 112,634.02
2025-2026	Ormond Lakes BLVD	LAKEBLUFF DR	JOLYNN DR	2053	654	\$ 84,795.62
2025-2026	Ormond Lakes BLVD	JOLYNN DR	WILD CAT LN	1811	577	\$ 74,800.22
2025-2026	Ormond Lakes BLVD	WILD CAT LN	PINE TREE DR	2554	718	\$ 93,078.14
2025-2026	BROOKSIDE CT	BROOKSIDE DR	CUL-DE-SAC	400	75	\$ 9,718.42
2025-2026	SANDPIPER CIR	WOODLANDS BLVD	CUL-DE-SAC	400	75	\$ 9,718.42
2025-2026	RIVER PINE WAY	NORTHSIDE DR	OVERBROOK DR	200	38	\$ 4,859.21
2025-2026	FOXCROFT RUN	ASHTON LOOK	CAMBRIDGE TRACE	2042	383	\$ 49,612.52
2025-2026	GREY DAPPLE WAY	PERUVIAN LN	GREY DAPPLE WAY	2324	436	\$ 56,464.00
2025-2026	CASTILLA ST	US1	PLAZA GRANDE	900	152	\$ 19,679.79
2025-2026	WAYLAND CIR	SHERRINGTON DR	CUL-DE-SAC	470	115	\$ 14,879.44
2025-2026	FLAGLER RD	BENTON ST	GOWERS ST	844	158	\$ 20,505.86
2025-2026	BUSINESS CENTER DR	N US 1	SOUTHLAND RD	2050	596	\$ 77,200.67

Total \$ 758,192.54

Year	Name	FrSegment	ToSegment	Length	ASPHALT TONNAGE	REPAIR COST
2026-2027	NORTHSIDE DR	OAKBROOK DR	EDGEWOOD WAY	2800	525	\$ 67,997.31
2026-2027	TARA PL	CHARLESTON SQ	CHARLESTON SQ	670	126	\$ 16,270.78
2026-2027	HIGHWOODRIDGETRL	HUNTERS RIDGE BLVD	CUL-DE-SAC	590	153	\$ 19,862.50
2026-2027	LAKEBLUFF DR	ORMOND LAKES BLVD	CLIFFVIEW LN	920	190	\$ 24,576.17
2026-2027	CALADIUM DR	CHRYSANTHEMUM DR	BETWEEN 26 & 30	1125	211	\$ 27,320.35
2026-2027	RIVERVIEW DR	S. RIDGEWOOD AVE	S. BEACH ST	1234	220	\$ 28,469.02
2026-2027	CUADRO PL	FIESTA DR	WINDING WOODS TRL	1200	225	\$ 29,141.70
2026-2027	WINDWARD LN	ROYAL PALM AVE	WINDWARD CIR	800	225	\$ 29,141.70
2026-2027	SHERBOURNE WAY	NORTHBROOK DR	WANDERING OAKS DR	1220	229	\$ 29,627.40
2026-2027	ANDALUSIA AVE	DIVISION AVE	HAND AVE	1320	248	\$ 32,055.87
2026-2027	MARJORIE TRL	WINDING WOODS TRL	CUL-DE-SAC	1600	300	\$ 38,855.61
2026-2027	CHARLESTON SQ	FLEMING AVE	FLEMING AVE	1680	315	\$ 40,798.39
2026-2027	MAGNOLIA DR	VALENCIA DR	VALENCIA DR	1724	323	\$ 41,866.91
2026-2027	HANGAR WAY	HANGAR WAY	DEAD END	2372	445	\$ 57,603.44
2026-2027	TORREY PINES CT	OCEAN PINES DR	CUL-DE-SAC	323	95	\$ 12,296.58
2026-2027	DORADO BEACH CT	OCEAN PINES DR	CUL-DE-SAC	319	99	\$ 12,853.92
2026-2027	CYPRESS POINT CT	OCEAN PINES DR	CUL-DE-SAC	420	119	\$ 15,429.32
2026-2027	SUGAR CREEK CT	OCEAN PINES DR	CUL-DE-SAC	438	123	\$ 15,888.30
2026-2027	WOODGROVE ST	CENTER ST	DEAD END	683	128	\$ 16,586.49
2026-2027	SPIVEYS CT	CENTER ST	CUL-DE-SAC	612	157	\$ 20,396.76
2026-2027	MAINSAIL CIR	FLEMING AVE	CUL-DE-SAC	525	147	\$ 19,045.32
2026-2027	PALMETTO DUNES CT	OCEAN PINES DR	CUL-DE-SAC	636	162	\$ 20,937.10
2026-2027	SAGE BRUSH TRL	S. FORTY TRL	CUL-DE-SAC	876	209	\$ 27,056.86
2026-2027	WINDWARD CIR	ROYAL PALM AVE	DEAD END	800	225	\$ 29,141.70
2026-2027	COTTONWOOD FLAT	CAMBRIDGE TRACE	CUL-DE-SAC	350	100	\$ 12,988.15
2026-2027	CHOCTAW TRL	IROQUOIS TRL	CUL-DE-SAC	390	77	\$ 9,944.61
2026-2027	AZTEC TRL	CHOCTAW TRL	CUL-DE-SAC	265	52	\$ 6,757.23
2026-2027	PARK CROSSING CIR	PARK RIDGE WAY	CUL-DE-SAC	143	76	\$ 9,779.47
2026-2027	SANDPIPER LN	650WESTOFKNOLLWOOD	BRAMBLE WOOD LN	350	66	\$ 8,499.66
2026-2027	OVERBROOK CT	NORTHBROOK DR	CUL-DE-SAC	240	45	\$ 5,828.34
2026-2027	MISNERS WAY	MISNERS TRL	MISNERS TRL	301	56	\$ 7,309.71
2026-2027	ACACIA CT	POPLAR DR	CUL-DE-SAC	205	40	\$ 5,227.29
2026-2027	SUNDROP WATCH	LAUREL RIDGE BREAK	CUL-DE-SAC	189	81	\$ 10,486.16
2026-2027	PARK MEADOW CIR	PARK RIDGE WAY	CUL-DE-SAC	205	81	\$ 10,512.87
2026-2027	CYPRESS PARK CT	INDIAN HEAD DR	CUL-DE-SAC	318	83	\$ 10,695.55
2026-2027	ROYAL DUNES BLVD	OCEAN SHORE BLVD	ROYAL DUNES CIR	221	41	\$ 5,366.93
2026-2027	OX BOW TRL	SADDLE CREEK TRL	CUL-DE-SAC	232	72	\$ 9,365.42

Total \$ **785,980.90**

Year	Name	FrSegment	ToSegment	Length	ASPHALT TONNAGE	REPAIR COST
2027-2028	N SAINT ANDREWS DR	TOMOKA OAKS BLVD	EAGLE DR	6200	1279	\$ 165,622.02
2027-2028	HUNTERS RIDGE BLVD	SHADWCROSSINGSBLVD	EndroadbuckthornLook	1060	298	\$ 38,612.76
2027-2028	CHOCTAW TRL	IROQUOIS TRL (NE)	IROQUOIS TRL	1615	318	\$ 41,180.87
2027-2028	LINCOLN AVE	N. ORCHARD ST	N. YONGE ST	2260	424	\$ 54,883.54
2027-2028	WALDEN LN	SYCAMORE CIR	SYCAMORE CIR	466	92	\$ 11,882.53
2027-2028	BRYANT ST	FLEMING AVE	BURNS AVE	680	121	\$ 15,687.95
2027-2028	SEMINOLE AVE	S. ATLANTIC AVE	S. HALIFAX DR	2200	413	\$ 53,426.46
2027-2028	VALENCIA DR	S. ATLANTIC AVE	S. HALIFAX DR	2000	375	\$ 48,569.51
2027-2028	PARQUE DR	HAND AVE	FLEMING AVE	1400	263	\$ 33,998.65
2027-2028	WILLOUGHBY TRACE	BRIARGATE LOOK	CUL-DE-SAC	359	90	\$ 11,691.23
2027-2028	STAGHOUND LOOK	HUNT MASTER CT	CUL-DE-SAC	275	96	\$ 12,438.65
2027-2028	FOREST QUEST	AIRPORT ROAD	CUL-DE-SAC	985	227	\$ 29,459.50
2027-2028	KING EDWARD DR	S. KINGS RD	QUEEN ANN CT	477	89	\$ 11,583.83
2027-2028	WILLIS DR	S. HALIFAX DR	RIVERSIDE DR	600	113	\$ 14,570.85
2027-2028	ROBLE LN	SANDY OAKS BLVD	HAMMOCK LN	644	121	\$ 15,639.38
2027-2028	W VICTORIA CIR	LAUREL DR	LAUREL DR	730	137	\$ 17,727.87
2027-2028	E VICTORIA CIR	LAUREL DR	LAUREL DR	960	180	\$ 23,313.36
2027-2028	ASTON CIR	FLEMING AVE	FLEMING AVE	1355	254	\$ 32,905.84
2027-2028	PARK RIDGE WAY	S. CENTER ST	PARKVIEW LN	1558	292	\$ 37,835.65
2027-2028	CARMEL CT	RIVER BLUFF DR	CUL-DE-SAC	165	59	\$ 7,656.98
2027-2028	SAINT MARK CIR	N. HALIFAX DR	CUL-DE-SAC	320	60	\$ 7,771.12
2027-2028	ROSEMARY ST	N US 1	END PUBLIC ROAD	348	65	\$ 8,451.09
2027-2028	JAMES ST	S. ORCHARD ST	GROOVER AVE	269	45	\$ 5,879.34
2027-2028	COTTON MILL CT	INDIAN HEAD DR	CUL-DE-SAC	314	82	\$ 10,598.41
2027-2028	BURNS ST	COLLINS ST	CAMEO DR	387	69	\$ 8,928.29
2027-2028	ALDEN PL	STANDISH DR	DIANNE DR	257	48	\$ 6,241.18
2027-2028	SOUTHWIND DR	N. HALIFAX DR	ELLCOTT DR	565	106	\$ 13,720.89
2027-2028	LAKE MEADOW WAY	PARK RIDGE WAY	PARK RIDGE WAY	670	126	\$ 16,270.78
2027-2028	WOODGATE CT	HAND AVE	CUL-DE-SAC	617	158	\$ 20,452.62

Total \$ 777,001.16

CAPITAL PROJECT DETAIL

PROJECT TITLE

Sidewalk Repair and Replacement

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Repair and Replace City sidewalks both within Parks and along City streets

JUSTIFICATION

Damage to sidewalks both in parks and along public streets is a significant ongoing maintenance challenge. In 2020 public works received 97 work orders for over 2,000 square yards of sidewalk. Of that total approximately 700 square yards was in City parks. This ongoing project seeks to repair sidewalk damage from tree roots, as well as normal wear and tear. The main focus for the initial rollout will be to repair the whole of a few exceptionally in-need neighborhoods, and install root barriers and geogrids to protect the new sidewalk so the City can avoid removing trees. Once the initial rollout is complete, the goal will be continuing maintenance within the City's streets and parks.

PROJECT COST METHODOLOGY

Cost based on construction costs received

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Sidewalks	217,800	112,000	112,000	112,000	112,000	665,800
Total	217,800	112,000	112,000	112,000	112,000	665,800

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Transportation Reserves	217,800	112,000	112,000	112,000	112,000	665,800
Total	217,800	112,000	112,000	112,000	112,000	665,800

CAPITAL PROJECT DETAIL

PROJECT TITLE

Street Light Maintenance

PROJECT#

308125

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Nova Road

MANAGEMENT

Engineering

PROJECT SCOPE

Painting and maintenance of City street lights.

JUSTIFICATION

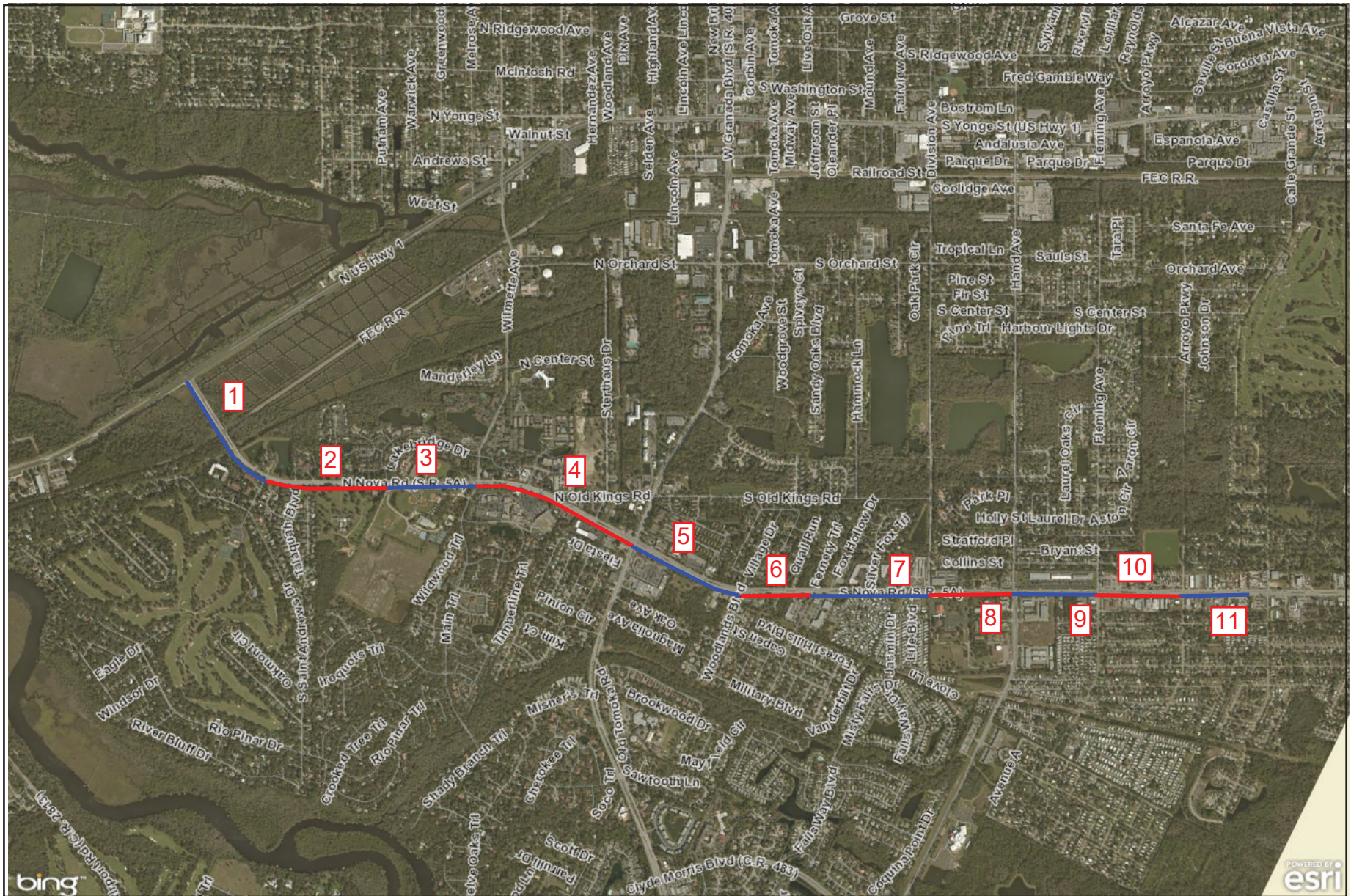
Maintenance of light posts to prevent against corrosion and normal wear.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Street Light Maintenance	25,520	24,640	19,360	0	95,920	165,440
Total	25,520	24,640	19,360	0	95,920	165,440

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes - Transportation	25,520	24,640	19,360	0	95,920	165,440
Total	25,520	24,640	19,360	0	95,920	165,440

Nova Road Street Light Maintenance



2,524 ft

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Nova Road Street Light Maintenance

#	Segment From	Segment To	Number of Poles	Cost Per Pole	Cost Per Segment	Yr
1	US 1	Tomoka Oaks	11	\$ 800.00	\$ 8,800.00	2022/2023
2	Tomoka Oaks	Nova Rec- N	11	\$ 800.00	\$ 8,800.00	2022/2023
3	Nova Rec - N	Main Trail	8	\$ 800.00	\$ 6,400.00	2022/2023
4	Main Trail	West Granada	17	\$ 800.00	\$ 13,600.00	2023/2024
5	West Granada	Woodlands	12	\$ 800.00	\$ 9,600.00	2023/2024
6	Woodlands	Moreland blvd	7	\$ 800.00	\$ 5,600.00	2024/2025
7	Moreland Blvd	Division	12	\$ 800.00	\$ 9,600.00	2024/2025
8	Division	Hand	9	\$ 800.00	\$ 7,200.00	2024/2025
9	Hand	Flemming	9	\$ 800.00	\$ 7,200.00	2025/2026
10	Flemming	Arroyo Pkway	8	\$ 800.00	\$ 6,400.00	2025/2026
11	Arroyo Pkway	S. City Limits	5	\$ 800.00	\$ 4,000.00	2025/2026

	2022/2023	2023/2024	2024/2025	2025/2026
Segments	1 - 3	4 - 5	6 - 8	9 - 11
Cost	\$ 24,000.00	\$ 23,200.00	\$ 22,400.00	\$ 17,600.00
Permit/Engineering	\$ 2,400.00	\$ 2,320.00	\$ 2,240.00	\$ 1,760.00
Budget	\$ 26,400.00	\$ 25,520.00	\$ 24,640.00	\$ 19,360.00

CAPITAL PROJECT DETAIL

PROJECT TITLE

Traffic Signal Maintenance

PROJECT#

308115

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

City Wide

MANAGEMENT

Engineering

PROJECT SCOPE

Maintenance and upgrades to existing traffic signals to include repainting of traffic signals and other traffic control devices as needed on a City-wide basis. The attached schedule and map provides those intersections and the years for which maintenance has been assigned.

JUSTIFICATION

Normal wear and tear under extreme weather conditions requires refurbishing of these highly visible traffic signals to be required every 5-7 years. If regular maintenance including the painting of the mast arms is not performed, the mast arms are subject to corrosion and potential structural failure. The proposed schedule factors in the time since last painting and completes the current re-painting cycle. Inspection of these signals this spring indicates that they are wearing well and will likely be able to make it to the later part of the expected 5 -7 year life cycle (Year 6). We will continue to evaluate them on a yearly basis and if necessary make adjustments.

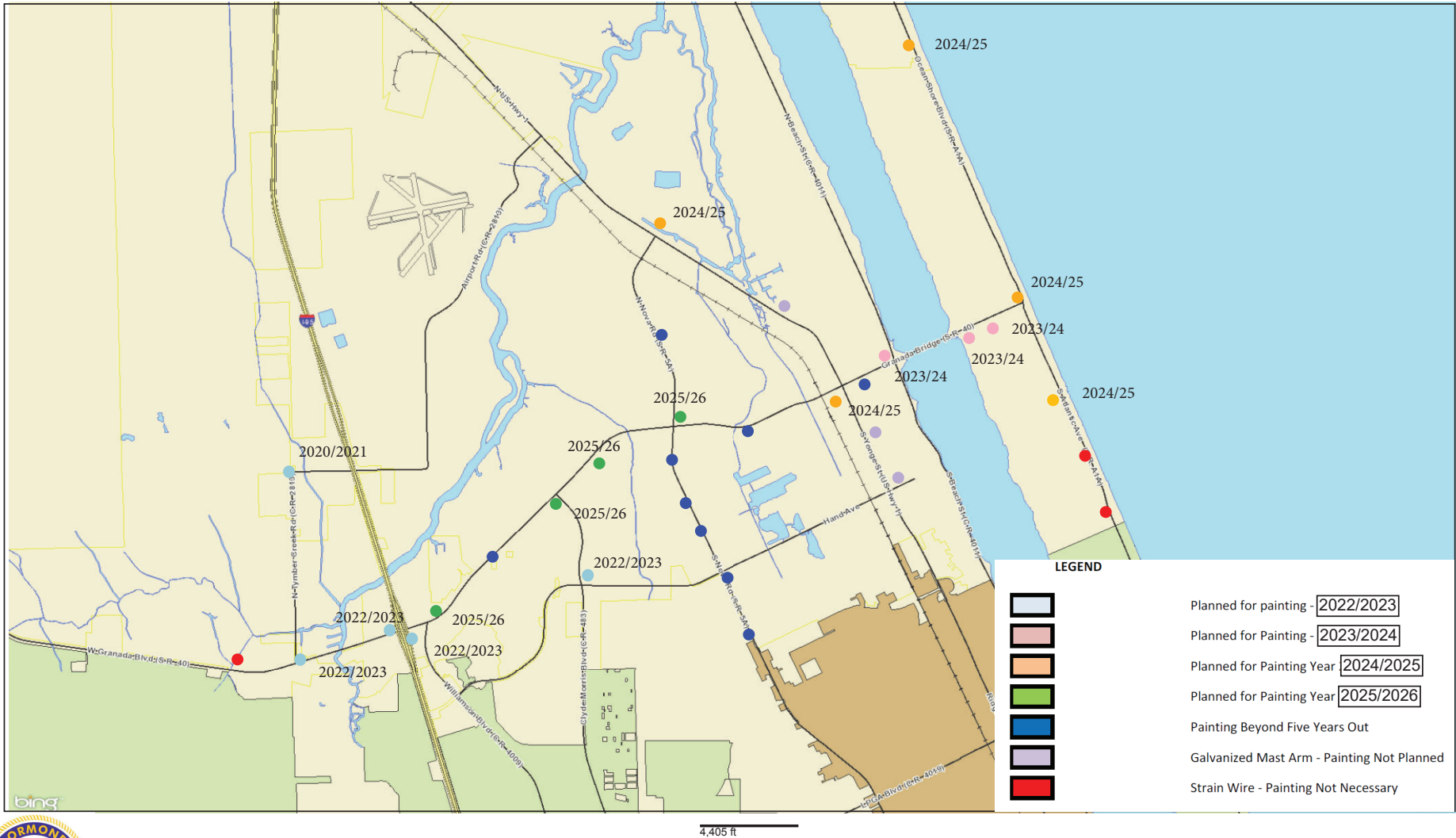
PROJECT COST METHODOLOGY

Historic Bid Information

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Signal Rehabilitation	71,500	84,000	82,500	80,000	0	318,000
Total	71,500	84,000	82,500	80,000	0	318,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes - Transportation	71,500	84,000	82,500	80,000	0	318,000
Total	71,500	84,000	82,500	80,000	0	318,000

Mast Arm Painting Schedule



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CAPITAL PROJECT DETAIL

PROJECT TITLE

Pineland Trail Roadway Improvements

PROJECT#

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

Pineland Trail (Airport Road to Broadway)

MANAGEMENT

Engineering

PROJECT SCOPE

Reconstruction of Pineland Trail to City Roadway Standards, upgrade of roadway drainage facilities, construction of mixed use path along roadway.

JUSTIFICATION

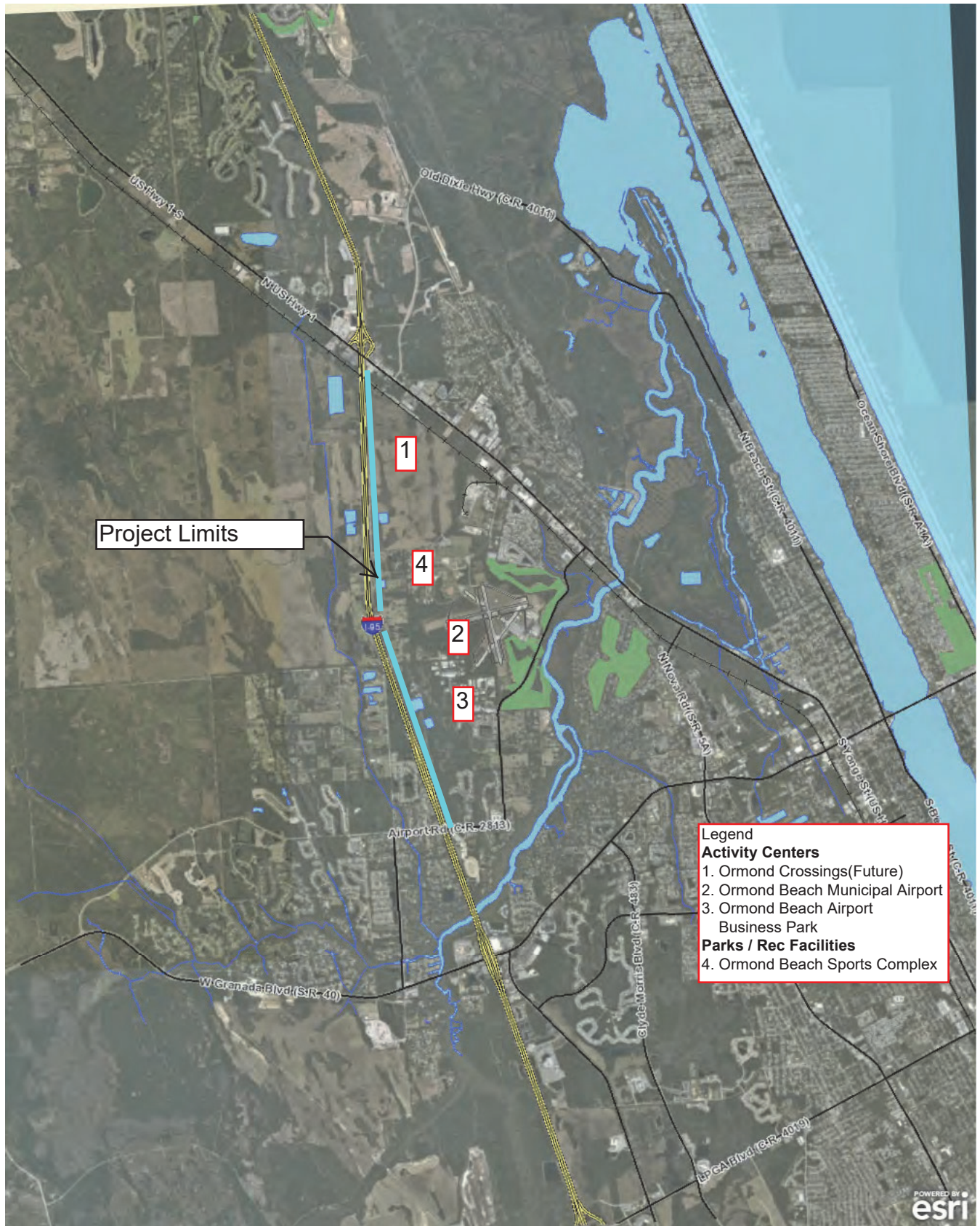
Pineland Trail was originally constructed by Volusia County. Although recent paving projects have improved the drivability of This project will bring this roadway, designated as a Minor Arterial Roadway, up to City Standard roadway conditions. Development activity in this area, including the construction of Security First property at Ormond Crossings and the proposed extension of Business Park Drive would increase use of this roadway as an important north-south roadway within the City of Ormond Beach. Improving drainage facilities in this corridor provides an additional benefit for the properties along Pineland Trail, and the construction of a mixed use path further promotes the City's Trail network by providing access to the Ormond Beach Sports Complex facilities from Airport Road and future sidewalk along US 1.

PROJECT COST METHODOLOGY

Estimates are base upon unit pricing from recent bids of similar roadway projects within the City.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	0	0	0	0	4,609,000	4,609,000
Design	0	0	0	0	691,350	691,350
Construction Admin/Engineering	0	0	0	0	460,900	460,900
Total	0	0	0	0	5,761,250	5,761,250

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
River to Sea TPO Grant Funding	0	0	0	0	4,770,315	4,770,315
Transportation Reserves	0	0	0	0	990,935	990,935
Total	0	0	0	0	5,761,250	5,761,250



LOCATION MAP
Pineland Trail Location Map



Proposed Roadway Improvements - Pineland Trail

Project Notes: Total length of route, from Airport Rd to Broadway Ave is approximately 3.95 miles.
This project includes 10' Sidewalk, drainage improvements and roadway upgrades.

Airport Road to Broadway Avenue, route distance 3.95 miles

20,825.00 ft

Project Probable Cost

Construction

Item No.	Description	Estimated Quantity	Unit	Unit Price	Item Price
1	Mobilization/ Demobilization (~5%)	1	LS	\$199,000.00	\$199,000
2	Mill Existing Surface	46278	SY	\$ 2.00	\$92,556
3	Mill and Remove existing Asphalt and Base	0	SY	\$ 5.50	\$0
4	2" SP-9.5 ASPHALT	55,533	SY	\$ 13.50	\$749,700
5	12" Stabilized Subgrade	13883	SY	\$ 3.75	\$52,063
6	8" Crushed Concrete Base	9256	SY	\$ 9.37	\$86,725
7	CONCRETE SIDEWALK & DRIVEWAYS, 4"	23139	SY	\$ 40.00	\$925,556
8	Drainage Swale Modification	10,413	LF	\$100.00	\$1,041,250
9	CONCRETE CURB & GUTTER, TYPE F	41650	LF	\$ 17.00	\$708,050
10	Utility Relocation and adjustments	1	LS	\$ 25,000.00	\$25,000
11	Furnish & Install ADA Ramp and Detectable Pad	8	EA	\$400.00	\$3,200
12	Furnish & Install Bahia Sod	28,960	SY	\$3.00	\$86,880
13	Thermoplastic Striping	1	LS	\$25,000.00	\$25,000
14	Furnish and Install Signage	1	LS	\$10,000.00	\$10,000
15	Geotechnical Services	1	LS	\$25,000.00	\$25,000
16	Maintenance of Traffic	1	LS	\$120,000.00	\$120,000
17	As-Builts & Survey Site Layout	1	LS	\$40,000.00	\$40,000

Construction	\$4,189,978	TPO Funding	City Match
Contingency (10%)	\$418,998		
Construction Budget	\$4,609,000	\$ 4,148,100.00	\$ 460,900.00
Engineering (15%)	\$691,350	\$ 622,215.00	\$ 69,135.00
Construction Administration (10%)	\$460,900	\$ 414,810.00	\$ 46,090.00
		\$ 4,562,910.00	\$ 506,990.00
TOTAL PROBABLE PROJECT COST		\$5,761,250	

CAPITAL PROJECT DETAIL

PROJECT TITLE

US 1 North Sidewalk

PROJECT#

308236

CATEGORY

Transportation

FUND

308-Transportation

PROJECT LOCATION

North US 1 Between Wilmette Ave. and Broadway A

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of an eight foot wide sidewalk along US 1 in two phase connecting Wilmette Avenue, Nova Road, Airport Road, and Airport Road to Broadway Ave.

JUSTIFICATION

The Florida Department of Transportation working with the River to Sea TPO completed a report for the US 1 Corridor Improvement Program in April, 2014. A component in this report is the construction of a connecting sidewalk along US 1, north from Wilmette Avenue connecting northern areas to the central City core. This project proposes extending sidewalk to the northern City Limits in a phase project. In Phase 1, a connection is proposed that connects Wilmette Avenue to Nova Road, across the Tomoka River, and to Airport Road for use by pedestrians and bicyclists. Phase 2 continues this project extending northerly from Airport Road, connecting Hull Road, and Broadway Avenue. Design and construction of Phase 1, and design of Phase 2 will occur within this five year period, construction of Phase 2 would be planned in year 6.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Construction	0	0	0	0	1,336,000	1,336,000
Design	0	0	0	0	592,500	592,500
Construction Admin/ Engineering	0	0	0	0	66,800	66,800
Total	0	0	0	0	1,995,300	1,995,300

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
TPO Grant (pending)	0	0	0	0	1,735,650	1,735,650
Transportation Reserves	0	0	0	0	259,650	259,650
Total	0	0	0	0	1,995,300	1,995,300

317-FACILITIES RENEWAL AND REPLACEMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Shell Parking lot

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Citywide

MANAGEMENT

Engineering

PROJECT SCOPE

Add shell to all unpaved city parking lots

JUSTIFICATION

Each of the unpaved parking lots are in need of annual replenishment of materials. This project removes the burden of this cost from the parks and streets operating accounts.

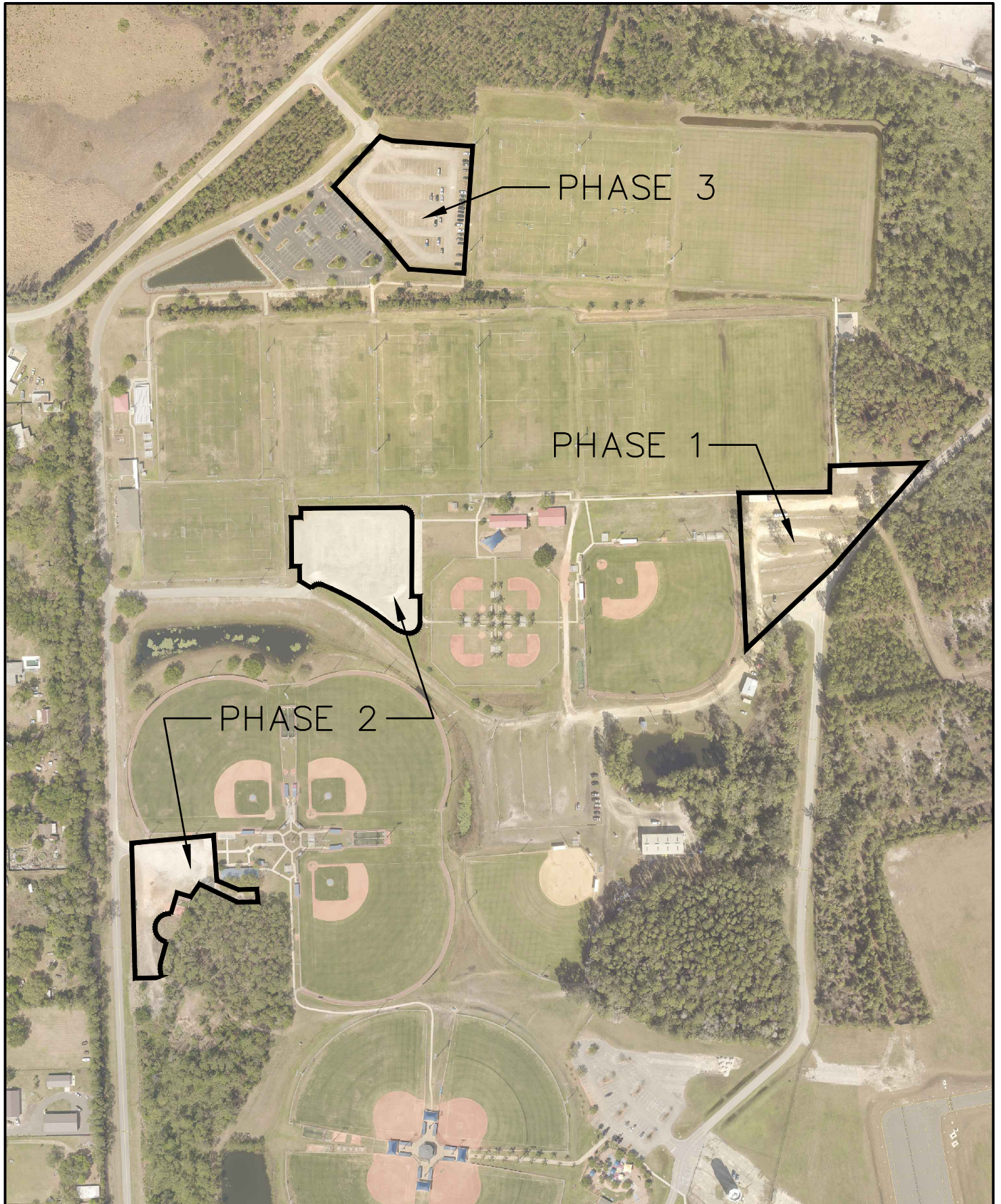
PROJECT COST METHODOLOGY

Based on similar projects

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Shell Parking	51,000	51,000	51,000	51,000	51,000	255,000
Total	51,000	51,000	51,000	51,000	51,000	255,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	51,000	51,000	51,000	51,000	51,000	255,000
Total	51,000	51,000	51,000	51,000	51,000	255,000

SHELL PARKING RESTORATION



PHASING PLAN

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park 2 & 3 Overlook Replacement

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Central Park 2 & 3

MANAGEMENT

Engineering

PROJECT SCOPE

Rebuild the Wooden Overlook

JUSTIFICATION

This overlook was constructed when the park was built in the early 90's. decking has been replace multiple times, but now the stringers underneath are deteriorating to the point that fasteners will not catch in the pressure treated lumber. The overlooks needs to be rebuilt completely.

PROJECT COST METHODOLOGY

Written estimate from Custom Built Docks

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Rebuild the wooden overlook	40,000	0	0	0	0	40,000
Total	40,000	0	0	0	0	40,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	40,000	0	0	0	0	40,000
Total	40,000	0	0	0	0	40,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Baseball Netting Replacement

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

O.B.Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Remove and replace the safety netting and support posts at the baseball fields

JUSTIFICATION

The support posts are showing substantial deterioration and will need to be replaced. Epoxy coatings have been applied, and repairs to the netting have been made, but replacement will be necessary soon.

PROJECT COST METHODOLOGY

Cost based on a quote for a single baseball field, extrapolated to the whole complex.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Baseball netting and support post	70,000	0	0	0	0	70,000
Total	70,000	0	0	0	0	70,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	70,000	0	0	0	0	70,000
Total	70,000	0	0	0	0	70,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park I Playground Equipment

PROJECT#

CATEGORY

Facility Construction and Renovation

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Central Park Phase I

MANAGEMENT

Leisure Services

PROJECT SCOPE

Remove and replace the playground equipment

JUSTIFICATION

The current playground equipment has been in place for approx.15 years and is showing signs of deterioration. Some replacement parts are already unavailable.

PROJECT COST METHODOLOGY

Cost based on similar city projects

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Playground Equipment replacement	40,000	0	0	0	0	40,000
Total	40,000	0	0	0	0	40,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	40,000	0	0	0	0	40,000
Total	40,000	0	0	0	0	40,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Engineering Dept. Roof Replacement

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

City Hall

MANAGEMENT

Engineering

PROJECT SCOPE

Replace the Flat Roof Above the Engineering/Planning Dept.

JUSTIFICATION

This flat roof has been repaired multiple times over the years, and a temporary recoat was applied two years ago. The membrane has worn thin as it is in direct sunlight most of the day and should be replaced entirely.

PROJECT COST METHODOLOGY

Written Quote From AAT Roofing

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Replace the flat roof above	48,000	0	0	0	0	48,000
Total	48,000	0	0	0	0	48,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	48,000	0	0	0	0	48,000
Total	48,000	0	0	0	0	48,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

PAC Box Office Roof Replacement

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Performing Arts Center

MANAGEMENT

Engineering

PROJECT SCOPE

Replace the flat roof above the box office

JUSTIFICATION

This flat roof is over 20 years old and is starting to "alligator". The granules from the roofing material have been worn down from the weather and has become very thin and should be scheduled for replacement.

PROJECT COST METHODOLOGY

Cost based on similar city projects

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Replace the box office roof	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Station 93 HVAC installation

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Fire Station 93

MANAGEMENT

Fire Department

PROJECT SCOPE

Install HVAC to east side portion of FS 93

JUSTIFICATION

This request is to install HVAC system to the east side of Station 93. This portion of the station currently houses PPE and EMS supply storage rooms. This portion of the station was originally open to the apparatus bay, but was enclosed approx. 15 years ago to separate these functional areas from the diesel exhaust in the bay. They were never put under HVAC, and have contributed to moisture/mildew issues, which effect the storage of PPE and supplies.

PROJECT COST METHODOLOGY

TBD

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
HVAC system and installation	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Field 5 Fencing

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Nova Recreation Center

MANAGEMENT

Leisure Services

PROJECT SCOPE

Fencing Replacement

JUSTIFICATION

Fencing at Nova Field 5 has deteriorated and requires replacement.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Fencing	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Field 5 Shade Structure

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

Nova Recreation Center

MANAGEMENT

Leisure Services

PROJECT SCOPE

Shade Structure Replacement

JUSTIFICATION

The existing shade structure has met its useful life and is in need of replacement.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Shade Structure	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	50,000	0	0	0	0	50,000
Total	50,000	0	0	0	0	50,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Limitless Playground

PROJECT#

CATEGORY

Facilities Renewal and Replacement

FUND

317-Facilities Renewal and Replacement

PROJECT LOCATION

OBSC

MANAGEMENT

Leisure Services

PROJECT SCOPE

Replacement of playground components

JUSTIFICATION

Certain components of the Limitless Playground have begun to deteriorate and are in need of replacement. Replacement of additional components is planned for FY 2027-28.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Component Replacement	42,000	0	0	0	0	42,000
Total	42,000	0	0	0	0	42,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-Facilities R&R	42,000	0	0	0	0	42,000
Total	42,000	0	0	0	0	42,000



322-LEISURE SERVICES CAPITAL FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Sports Fields Reconstruction

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvements

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Nova Recreation Ceneter

MANAGEMENT

Leisure Services

PROJECT SCOPE

Refurbishment of fields 2-5.

JUSTIFICATION

Fields 2-5 were last rehabilitated 15-20 years ago These fields have reached a point where maintenance is becoming costlier. Over time, natural wear and tear, weather conditions, and heavy usage can deteriorate the playing surface. Reconstructing the fields will result in a more consistent playing surface and help extend the lifespan of the fields. Each field will be approximately \$85,000 to refurbish.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	340,000	0	0	0	0	340,000
Total	340,000	0	0	0	0	340,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Echo Grant	170,000	0	0	0	0	170,000
Property Taxes-LS	100,000	0	0	0	0	100,000
Fund Balance	70,000	0	0	0	0	70,000
Total	340,000	0	0	0	0	340,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC LED Softball Quad Lighting

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvements

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Ormond Beach Sports Complex

MANAGEMENT

Engineering

PROJECT SCOPE

Improvements will include LED lighting at the Softball Quad

JUSTIFICATION

The existing lights consist of older technology which has exceeded its useful life and become costly to repair. Installation of new LED lighting to the softball Quad using Musco Lighting with automated remote control access is proposed. The new lighting comes with a 25 year guarantee and will provide more efficient and environmentally-friendly lighting. The lighting project will be beneficial to the softball programs and will be an added asset in obtaining future softball rentals.

PROJECT COST METHODOLOGY

Musco lighting proposal to convert the softball quad to LED lighting

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	800,000	0	0	0	0	800,000
Total	800,000	0	0	0	0	800,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Echo Grant	400,000	0	0	0	0	400,000
Property Taxes-LS	400,000	0	0	0	0	400,000
Total	800,000	0	0	0	0	800,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

OBSC Sotball Field Reconstruction

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvements

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

OBSC

MANAGEMENT

PROJECT SCOPE

Rehabilitate fields

JUSTIFICATION

The fields have reached a point where maintenance of the fields is becoming costlier. Refurbishing the fields will result in a more consistent playing surface and help extend the lifespan of the fields. Over time, natural wear and tear, weather conditions, and heavy usage can deteriorate the playing surface. Refurbishment of the fields will enhance play.

PROJECT COST METHODOLOGY

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Field Reconstruction	0	400,000	0	0	0	400,000
Total	0	400,000	0	0	0	400,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-LS	0	400,000	0	0	0	400,000
Total	0	400,000	0	0	0	400,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Nova Field #1 Relocation

PROJECT#

CATEGORY

Recreation and Cultural Facility Improvements

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Nova Community Center

MANAGEMENT

Engineering/Leisure Services

PROJECT SCOPE

Rehabilitate the field, restroom building and bleachers

JUSTIFICATION

Nova Field #1 is one of the oldest fields in the city. The fields have also reached a point where maintenance of the fields is becoming costlier. This field is separate from the other four fields at Nova Recreation Center which is not an optimal situation for users of the field. In lieu of repairing the existing field, the property could be converted to a passive use and a new ballfield and amenities would be constructed near fields 2-5, if possible, or at the OBSC.

PROJECT COST METHODOLOGY

Based on similar project costs

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design & Construction	0	0	1,000,000	500,000	0	1,500,000
Total	0	0	1,000,000	500,000	0	1,500,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Property Taxes-LS	0	0	500,000	500,000	0	1,000,000
Echo Grant	0	0	500,000	0	0	500,000
Total	0	0	1,000,000	500,000	0	1,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park Trail Systems

PROJECT#

NA

CATEGORY

Recreation and Cultural Facility Improvements

FUND

322-Leisure Services Capital Fund

PROJECT LOCATION

Central Park

MANAGEMENT

Engineering

PROJECT SCOPE

Construction (3) wooden land bridges, concrete sidewalks, wood boardwalk, perform selective pruning and invasive plant removal. Installation of outdoor amphitheater will be determine when a master plan for the island is designed.

JUSTIFICATION

The EDC was completed in 2016. The existing island, west of the EDC building is the prime location for the first outdoor encounter area within Central Park. Connecting this island with two wooden land bridges will provide connectivity to the existing concrete trail system, allow better pedestrian access within the park and will eliminate the dead-end trail north of Division Avenue. The concrete trail/ elevated boardwalk will provide connectivity from the EDC to the existing elevated wooden walkway to the east where a amphitheater is planned. With recently acquiring the Duncan Property and completion of the Parks & Recreation Master Plan which identifies that 69 percent of Ormond Beach residents want more walking and hiking nature trails. The attached Central Park trail system map, expands this idea by incorporating a 10' wide concrete primary trail which will connect to the existing north & south trails. Future secondary trail systems will branch of the primary which will include boardwalk overlooks and other outdoor amenities.

PROJECT COST METHODOLOGY

Based on actual construction costs to construct wooden land bridges, docks and concrete sidewalk.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	0	0	0	0	1,000,000	1,000,000
Total	0	0	0	0	1,000,000	1,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Central Park Trail Systems

PROJECT#

NA

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Echo Grant	0	0	0	0	500,000	500,000
Property Taxes-LS	0	0	0	0	500,000	500,000
Total	0	0	0	0	1,000,000	1,000,000



408-WATER WASTEWATER VEHICLE AND EQUIPMENT FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Water & WWW

PROJECT#

408VEH

CATEGORY

Vehicle and Equipment Replacement

FUND

408-Water and Wastewater Vehicle Repl.

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage. The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Vehicle Replacement	230,000	0	0	0	0	230,000
Total	230,000	0	0	0	0	230,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	230,000	0	0	0	0	230,000
Total	230,000	0	0	0	0	230,000

CIP Work Sheet FY 2023-24

Description	Year	Department	#	2023-24
All Wheel Drive (Sludge)	1975	Wastewater	346	150,000
Dump Truck	2012	Wastewater	354	80,000
Total Water-Wastewater Fund 408				230,000



409-WATER WASTEWATER CAPITAL IMPROVEMENT FUND ANNUAL PROJECTS

CAPITAL PROJECT DETAIL

PROJECT TITLE

Fire Hydrant and Valve Expansion Program

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

City Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Installation of new fire hydrants and valves throughout the City's service area

JUSTIFICATION

Current Land Development Code (LDC) standards dictate the installation of a fire hydrant on potable lines every 500 lineal feet and valves on any utility transmission mains every 1,000 lineal feet. These standards were implemented to provide adequate fire protection and also to reduce the amount of customers affected during any utility outage. These standards, however, are not currently reflected in the regions of the City's service area that were constructed prior to the standards being implemented. This program is intended to allow the City to bring these non-confirming sections up to current standards.

PROJECT COST METHODOLOGY

Staff Estimates and historical costs

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	175,000	175,000	175,000	175,000	175,000	875,000
Total	175,000	175,000	175,000	175,000	175,000	875,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	175,000	175,000	175,000	175,000	175,000	875,000
Total	175,000	175,000	175,000	175,000	175,000	875,000

Fire Hydrant and Valve Insertion Program - Preliminary Cost Estimate - 2023					
1	Fire Hydrant Assembly	10	EA	\$7,000	\$70,000
2	Inserta Valve - 12-inch Main	4	EA	\$15,000	\$60,000
3	Inserta Valve - 6-inch Main	5	EA	\$9,000	\$45,000
Construction Sub-Total					\$175,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

General Facility and System Upgrades

PROJECT#

409221/409222

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Water Plant & Reclamation Facility

MANAGEMENT

Utilities

PROJECT SCOPE

An annual allocation to fund water and wastewater plants and lift stations critical equipment emergency repairs and scheduled replacement.

JUSTIFICATION

In order for the City to remain reliable and efficient in the operation and maintenance of its water and wastewater system, reoccurring maintenance of critical equipment replacement at the WTP and WRF is necessary. Emergency repairs of failed equipment is included. Equipment replacement examples are for pumps, motors, gear boxes, valves, mixers, instrumentation, SCADA equipment, recycle and transfer pump stations, clarifiers, sludge return pump building, filters and chlorine contact tank, chemical storage tanks, generator and control buildings, the centrifuge structure and safety components such as hand railings, non-skid grating and stairs.

PROJECT COST METHODOLOGY

Historical expenditures and Cost Estimates

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Upgrades-Water 409221	425,000	425,000	425,000	425,000	425,000	2,125,000
Upgrades-Wastewater 409222	425,000	425,000	425,000	425,000	425,000	2,125,000
Total	850,000	850,000	850,000	850,000	850,000	4,250,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Water & Sewer Charges	850,000	850,000	850,000	850,000	850,000	4,250,000
Total	850,000	850,000	850,000	850,000	850,000	4,250,000

6.13. WT-13 WTP Maintenance Program (Yearly)

The existing WTP currently has a lot of miscellaneous work that needs to be performed around the plant. This miscellaneous work includes, but is not limited to, painting piping/structures, replacing worn out fittings, servicing pumps/motors, miscellaneous electrical items replacement, etc. **Table 6-13** showcases the preliminary cost estimates to perform these maintenance tasks with the assumption that the City chooses to elicit an outside contractor to perform the work. We recommend, however, that the City choose to elect to have some of the work performed by City staff or under their maintenance program. Having the work performed internally would require hiring additional staff but would likely reduce the overall project cost and be more beneficial in the long term. Overall, these items are needing to be addressed today but they will also need to be addressed again sometime in the future as they are reoccurring items.

Table 6-13: WT-13 WTP Maintenance Program Preliminary Cost Estimate

Item	Description	Qty	Unit	Unit Cost	Total Cost
1	Pipe Painting Program	1	LS	\$50,000	\$50,000
2	Piping/Fitting Replacement Program	1	LS	\$50,000	\$50,000
3	Pump/Motors Servicing	1	LS	\$50,000	\$50,000
4	Miscellaneous Electrical/SCADA Work	1	LS	\$50,000	\$50,000
5	Clean Interior of Recarbonation Tank	1	LS	\$25,000	\$25,000
6	Clean Interior of ClariCones®	2	EA	\$10,000	\$20,000
7	Replace ClariCone® Concentrator Gates	2	EA	\$10,000	\$20,000
8	Install Blind Flange at ClariCone® Upper Level Piping	1	LS	\$1,500	\$1,500
9	Screen in Filters 1-4	1	LS	\$1,500	\$1,500
10	Replace Filters 1-4 Media	4	EA	\$40,000	\$160,000
11	WTP Site Fencing Replacement	1	LS	\$5,000	\$5,000
Total Estimated Construction					\$433,000
Contingency @ 40%					\$173,000
Eng., C.A., & Inspection @ 18%					\$78,000
TOTAL ESTIMATED PROJECT COST					\$684,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Lift Station Rehabilitation

PROJECT#

409231

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

WW Collection System - Various

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of wastewater lift station wetwell and valve vault structures and replacement of lift station electrical and mechanical equipment. A work authorization for the design of lift station 4P Rehabilitation has been executed with McKim & Creed.

JUSTIFICATION

In order for the City to encourage reliable and efficient operation and maintenance of its wastewater collection system, a planned schedule of improvement and a commitment to investing in regular system improvements is necessary. Many of the components in the wastewater lift station system have been in service for several decades. The 2015 Water/ Wastewater Master Plan Update identified specific needs and established a priority for implementation of the City lift station system rehabilitative needs. Additionally, operations staff assesses current year facility operations and makes determination as to the level of rehabilitation necessary to effect efficient operations. maintenance support reported by operational staff. Periodic power service and pump upgrades are recommended based upon increased pressure conditions encountered in adjacent force main systems serving the area.

PROJECT COST METHODOLOGY

Recent Projects Bids and Staff provided Costs

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Breakaway Trails Valve Vault Rehab	75,000	0	0	0	0	75,000
Lift Station 4P Rehabilitation	0	1,383,362	0	0	0	1,383,362
Lift Station 11M Rehab	0	0	0	0	0	0
Sports Complex Lift Station Rehab	0	0	0	0	0	0
Lift Station 4P Rehabilitation Design	0	0	0	0	0	0
Future Lift Station Rehabilitation	0		600,000	600,000	600,000	
Total	75,000	1,383,362	600,000	600,000	600,000	3,258,362

CAPITAL PROJECT DETAIL

PROJECT TITLE

Lift Station Rehabilitation

PROJECT#

409231

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	75,000	1,383,362	600,000	600,000	600,000	3,258,362
Total	75,000	1,383,362	600,000	600,000	600,000	3,258,362

Lift Station 4P Rehabilitation - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization and General Conditions	1	LS	\$105,000	\$105,000
2	Odor Control Improvements	1	LS	\$125,000	\$125,000
3	Lift Station Building Rehabilitation	1	LS	\$285,000	\$285,000
4	Electrical Upgrades	1	LS	\$175,000	\$175,000
5	Instrumentation Upgrades	1	LS	\$85,000	\$85,000
6	Site Improvements & As-builts	1	LS	\$200,000	\$200,000
Construction Sub-Total					\$975,000
Contingency @ 20%					\$195,000
Engineering Design					\$164,612
Engineering Limited CEI @ 5%					\$48,750
Total Estimated Project Cost					\$1,383,362



CAPITAL PROJECT DETAIL

PROJECT TITLE

Manhole Rehabilitation Program

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Throughout Service Area

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of manholes throughout the City's Service Area

JUSTIFICATION

There are in excess of 4,100 public manholes in the sanitary collection system. Based upon field observation, City staff believe approximately 550 manholes are in need of repair. Manhole repair operations would include, but not be limited to, plugging leaks, removing loose material, removing tree roots, overall cleaning, and installation of a cementitious liner product to protect the manhole against hydrogen sulfide (H₂S) gas commonly found in collection systems. Staff currently believes the cost per manhole rehabilitation will average \$5,000 per manhole when contracted out. Staff does not currently have the ability to repair manholes in house. Rehabilitating these manholes will also decrease the likelihood of roadway failure in the vicinity of the manholes.

PROJECT COST METHODOLOGY

Staff Estimates and historical costs

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	150,000	150,000	150,000	150,000	150,000	750,000
Total	150,000	150,000	150,000	150,000	150,000	750,000

Manhole Rehabilitation Program - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Rehabilitate Manholes	30	EA	\$5,000	\$150,000
Construction Sub-Total					\$150,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Meter Installation

PROJECT#

409178

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Distribution System - City Wide

MANAGEMENT

Utilities Division

PROJECT SCOPE

Estimated new meter purchases for both residential and commercial applications. Purchase of repair and replacement equipment for meter register components. Meter testing results indicate the existing aged meters sampled were within acceptable tolerance ranges for accuracy. Future year testing will be performed from time to time to determine frequency of necessary meter replacement activities. Estimated Commercial Meter Needs: 3/4" (100 ea.), 1" (25 ea.), 1-1/2" - 2" (25 ea.), 3" (5 ea.), 4" & above (5 ea.). Estimated Residential Meter Needs to include irrigation meter requests: 3/4 - 1" (100 ea.).

JUSTIFICATION

New meters are required to be purchased, for installation by distribution system crew staff, for all new residential and commercial development project requests during the annual period. New commercial and residential meter requests fluctuate from year to year and staff has estimated the anticipated meter purchase needs for the upcoming year. Future year needs will be adjusted based upon rate of development indicators. Additionally, meter replacement needs are also currently funded from this budget allocation.

PROJECT COST METHODOLOGY

Recent purchase prices contained in current purchase agreement with Sunstate (Neptune) Meters.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Commercial Meters - Various Sized	60,000	60,000	60,000	60,000	60,000	300,000
Residential Meters - 3/4" & 1"	20,000	20,000	20,000	20,000	20,000	100,000
Electronic Register R/R	10,000	10,000	10,000	10,000	10,000	50,000
Total	90,000	90,000	90,000	90,000	90,000	450,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Water & Sewer Charges	90,000	90,000	90,000	90,000	90,000	450,000
Total	90,000	90,000	90,000	90,000	90,000	450,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pretreatment Effluent Pump Replacement

PROJECT#

409177

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

West Ormond Low Pressure Sewer System

MANAGEMENT

Utilities

PROJECT SCOPE

Intended rehabilitation efforts include replacement of approximately 50 low-pressure effluent pump systems per year with more durable cast iron pumps in the West Ormond low pressure sewer system. Additionally, the project includes rehabilitation of approximately 25 systems to include necessary tank and riser repairs and pump replacement. The project also includes an estimated 10 new PEP System installation per year for developing lots.

JUSTIFICATION

The wastewater system in a portion of West Ormond (HR/ BAT areas) utilizes a low pressure pump to pump wastewater after primary treatment from each home's pretreatment effluent tank system consisting of approximately 1,600 PEP tanks. The original and historic replacement pumps have exhibited a relatively short life cycle ranging from 3 to 5 years. The tank itself has a life expectancy of 15 years and many tanks are at that age now.

Several original low-pressure pumps, Type E-3 and Type ME-40 were made of less durable materials and were replaced over the years with a more durable pump system. The expected life of the replacement pumps, Tsurumi 4-PSHA are found to add 3 plus years of useful life than previous models used. The PEP tank rehabilitation costs include removal of accumulated solids and replacement of components found deteriorated to include: electrical junction and control box, pump and chamber, float, riser and redundant check valve.

PROJECT COST METHODOLOGY

Updated PEP System Tank, Components and Pump Quotations from existing and interested vendors

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
PEP System Rehabilitation	115,000	115,000	115,000	115,000	0	460,000
PEP System Tank Systems	65,000	65,000	65,000	65,000	0	260,000
Total	180,000	180,000	180,000	180,000	0	720,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Pretreatment Effluent Pump Replacement

PROJECT#

409177

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	180,000	180,000	180,000	180,000	0	720,000
Total	180,000	180,000	180,000	180,000	0	720,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Sanitary Sewer Inflow Infiltration

PROJECT#

409179

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Annual)

PROJECT LOCATION

Wastewater Collection System

MANAGEMENT

Engineering

PROJECT SCOPE

The updated Utility Master Plan recommends that a City-wide Sanitary Sewer investigation and repair project be undertaken to address Infiltration and inflow that is occurring.

JUSTIFICATION

Inflow and infiltration can result in surcharging of sewer lines, hydraulic overload of the pump stations and inadequate treatment at the plant because of the increased hydraulic loading. In economic terms, the effects of inflow and infiltration result in the City incurring additional costs to collect, pump, treat and dispose of surface water and groundwater that are flowing into the system. Furthermore, I/I reductions can extend the capacity life of the facility by reducing unnecessary groundwater and surface water flows to the collection system. Many of the older system sanitary manholes are constructed of brick and have a higher likelihood of leakage compared to newer precast concrete manholes meeting current standards. Re-lining the old brick manholes with corrosion-resistant material has been found effective to reduce inflow and infiltration and prolong manhole life. There are in excess of 2800 public manholes in the Sanitary collection system. Current observations show a failure rate of approximately 20%, that is, an estimated 550 manholes.

A significant portion of gravity sewer pipeline consists of old clay pipe with joints every five (5) feet. Consequently, these pipelines need to be assessed periodically to determine whether infiltration is occurring as a result of needed repairs. Many of the older system sanitary manholes are constructed of brick and have a higher likelihood of leakage compared to newer precast concrete manholes meeting current standards. Re-lining the old brick manholes with corrosive resistant material has been found effective to reduce inflow and infiltration and prolong manhole life. Force mains provide the corridors for pumped sewerage received by the City's collection system.

PROJECT COST METHODOLOGY

Updated Master Plan. Actual pipeline repair costs will be determined once gravity sewer pipeline investigation work is completed.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Reline and Restoration	300,000	300,000	300,000	300,000	300,000	1,500,000
Total	300,000	300,000	300,000	300,000	300,000	1,500,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Sanitary Sewer Inflow Infiltration

PROJECT#

409179

REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	300,000	300,000	300,000	300,000	300,000	1,500,000
Total	300,000	300,000	300,000	300,000	300,000	1,500,000



409-WATER WASTEWATER CAPITAL IMPROVEMENT FUND
CAPITAL (NON-RECURRING)

CAPITAL PROJECT DETAIL

PROJECT TITLE

Airport Road Reclaim Water Main PH 2

PROJECT#

409210

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Airport Road

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a 16" Reclaimed water main along Airport Road from Ormond Green to Breakaway Trails

JUSTIFICATION

As part of the Phase 1 of the Airport Road Forcemain Extension project completed in 2013, the existing 10" diameter force main from Breakaway Trails to River Bend golf course was left in place and converted from a force main to reuse service thus enabling service to Breakaway Trails and Hunter's Ridge. The force main is undersized to meet future demands. It is recommended to upgrade the 10" force main to a 16" diameter main as well as adding an additional connection to River Bend Golf Club.

PROJECT COST METHODOLOGY

Updated Utility Master Plan

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	1,100,000	0	0	0	0	1,100,000
Design	0	0	0	0	0	0
Total	1,100,000	0	0	0	0	1,100,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Bond Proceeds	1,100,000	0	0	0	0	1,100,000
Total	1,100,000	0	0	0	0	1,100,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Shadow Crossings Reuse Pump Facility

PROJECT#

409151

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Shadow Crossings Reuse Storage Facility

MANAGEMENT

Utilities/Engineering

PROJECT SCOPE

Irrigation and Fire Protection System Pump, Piping and Electrical Controls Upgrades

JUSTIFICATION

Existing Shadow Crossings (Hunter's Ridge) Pumping Facility is nearly 30 years old. Pump & motor assemblies, piping modifications and electrical upgrades are recommended for replacement of aged and undersized equipment for meeting current irrigation demand and to improve reliability of fire protection system also provided by the facility. A work authorization for the design of this project has been executed with Parker Lynchburg & Associates, Inc. The project is anticipated to bid in the early fall.

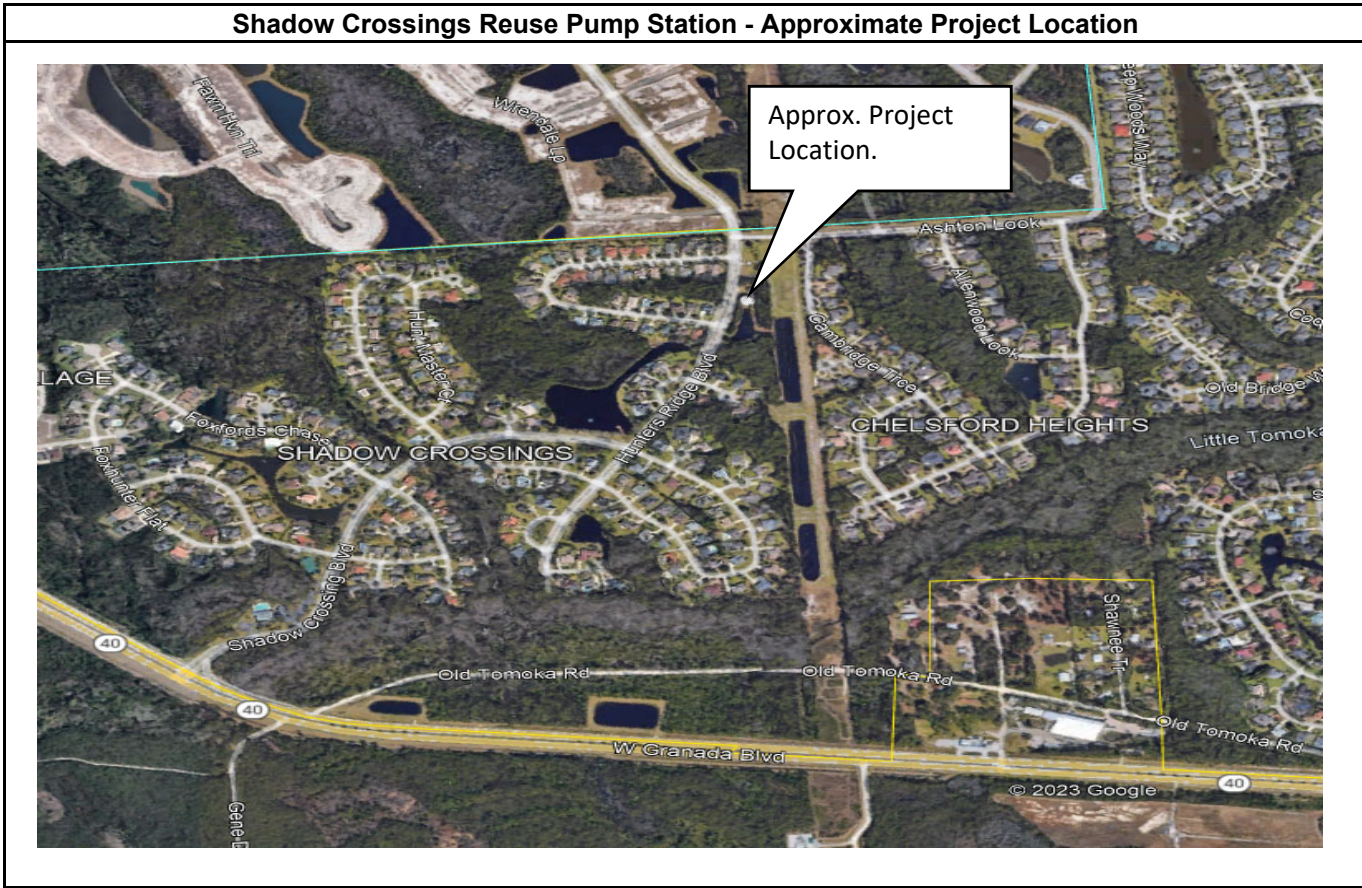
PROJECT COST METHODOLOGY

Engineering Estimate - Preliminary

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construct Mech, Elec and Controls	415,000	0	0	0	0	415,000
Total	415,000	0	0	0	0	415,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	415,000	0	0	0	0	415,000
Total	415,000	0	0	0	0	415,000

Shadow Crossings Reuse Pump Station - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$45,000	\$45,000
2	Mechanical Equipment	1	LS	\$85,000	\$85,000
3	Electrical Upgrades	1	LS	\$125,000	\$125,000
4	Instrumentation Upgrades	1	LS	\$25,000	\$25,000
5	As-builts	1	LS	\$10,000	\$10,000
6	Restoration	1	LS	\$15,000	\$15,000
Construction Sub-Total					\$305,000
Contingency @ 20%					\$61,000
Engineering Design and CEI					\$46,390
Total Estimated Project Cost					\$412,390



CAPITAL PROJECT DETAIL

PROJECT TITLE

Water Main Replacement

PROJECT#

409245

CATEGORY

Water and Wastewater Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Service Area

MANAGEMENT

Engineering

PROJECT SCOPE

As part of the Utility Master Plan Update, the City's water system was modeled to determine improvements needed to reinforce and increase water pressures throughout the City. The report identified these areas and made recommendations on system improvements. Replacement of substandard 2-inch diameter water mains throughout the City was identified as a priority recommendation. The majority of the 2-inch mains throughout the City are in excess of 30 years old and have outlived their service life. When feasible the mains are replaced concurrently with stormwater and road improvement projects. In addition, replacement of asbestos cement pipe will also be included within streets undergoing improvements when the asbestos cement pipe will be in conflict with proposed improvements or is identified as a maintenance problem main. At the commission's request staff has accelerated the replacement schedule to address the most significant problem areas known to staff and address the replacement recommendations within the City's Utility Master Plan.

JUSTIFICATION

Hydraulic modeling of the distribution system demonstrated that under fire flow conditions residual pressures below the minimum allowed (20 psi) were observed in certain areas throughout the City. Most of the low pressures were due to commercial fire demands of 2,000 gallons per minute. Reinforcement of the City's distribution system with construction of larger mains and improved looping will increase pressures to provide adequate fire service and system pressures during peak demand periods. The utility system contains extensive areas of 2-inch diameter water main. In certain areas of the distribution system this small diameter pipe is resulting in lower than desired distribution system pressures during peak demand. In addition, metallic 2-inch diameter pipe presents corrosion, taste, odor, and "black/red water" concerns. The current standard in the City's Land Development Code is a minimum size of an 8-inch main for new subdivisions, which is the minimum size recommended for fire suppression. The replacement program allows for the systematic replacement of small diameter pipe with larger diameter pipe that will achieve lower pressure losses, reduce high service pumping costs, improve fire suppression capability and enhance distribution system water quality. Furthermore, the 30 to 40 year old asbestos-cement pipe is prone to failure if disturbed by local construction activities, and is difficult to repair because it is no longer manufactured.

PROJECT COST METHODOLOGY

Costs based on Engineer's Opinion of Probable Cost

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
North Peninsula Construction	2,600,000	0	0	0	0	2,600,000
Phase V Design	0	300,000	0	0	0	300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

Water Main Replacement

PROJECT#

409245

Total	2,600,000	300,000	0	0	0	2,900,000
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						Total 2023-24 to 2027-28
REVENUE	2023-24	2024-25	2025-26	2026-27	2027-28	
Bond Proceeds	2,600,000	300,000	0	0	0	2,900,000
Total	2,600,000	300,000	0	0	0	2,900,000

ENGINEER'S OPINION OF PROBABLE COST
2" WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
CITY OF ORMOND BEACH
100% SUBMITTAL
FEBRUARY 25, 2022

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Mobilization / Demobilization (Maximum of 5% of Bid)	1	LS	\$111,900.00	\$111,900.00
2	Survey and Layout	1	LS	\$12,000.00	\$12,000.00
3	Remove Existing 2-inch Valve Box	32	EA	\$450.00	\$14,400.00
4	Remove Existing Blow-Off Assembly	12	EA	\$900.00	\$10,800.00
5	Abandon and Cap Existing 2-inch GSP Water Main	30,000	LF	\$1.00	\$30,000.00
6	Furnish & Install Blow-Off Assembly	12	EA	\$2,500.00	\$30,000.00
7	Furnish & Install Water Mains with Restrained Joints (Open Cut)				
	a. 8-inch PVC	865	LF	\$60.00	\$51,900.00
	b. 6-Inch PVC	230	LF	\$55.00	\$12,650.00
	c. 2-inch HDPE	925	LF	\$40.00	\$37,000.00
8	Furnish & Install Water Mains with Non-Restrained Joints (Open Cut)				
	a. 8-inch PVC	620	LF	\$55.00	\$34,100.00
	b. 6-inch PVC	350	LF	\$50.00	\$17,500.00
9	Furnish & Install HDPE Water Main by Horizontal Directional Drill				
	a. 8-inch	8,100	LF	\$80.00	\$648,000.00
	b. 2-inch	2,200	LF	\$35.00	\$77,000.00
10	Furnish & Install Short Side Water Service Pipe	305	EA	\$750.00	\$228,750.00
11	Furnish & Install Long Side Water Service Pipe	270	EA	\$1,050.00	\$283,500.00
12	Furnish & Install Compact Ductile Iron Fittings	0.77	TON	\$15,000.00	\$11,550.00



**ENGINEER'S OPINION OF PROBABLE COST
2" WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
CITY OF ORMOND BEACH
100% SUBMITTAL
FEBRUARY 25, 2022**

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
13	Furnish & Install Valves and Valve Boxes				
	a. 8-inch Gate	6	EA	\$2,000.00	\$12,000.00
	b. 6-inch Gate	4	EA	\$1,625.00	\$6,500.00
14	Furnish & Install Fire Hydrant Assemblies	11	EA	\$5,300.00	\$58,300.00
15	Remove Existing Fire Hydrant and Replace with New Hydrant	15	EA	\$4,300.00	\$64,500.00
16	Cut-Ins and Connections to Existing Mains				
	a. 8-inch Cut-In for Valves	7	EA	\$2,500.00	\$17,500.00
	b. 8-inch Cut-In for Fire Hydrant Assembly	8	EA	\$4,500.00	\$36,000.00
	c. 8-inch x 8-inch Wet Tap	1	EA	\$5,000.00	\$5,000.00
	d. 8-inch Wet Connection	3	EA	\$2,000.00	\$6,000.00
	e. 8-inch x 2-inch Wet Tap	4	EA	\$2,000.00	\$8,000.00
	f. 6-inch x 6-inch Wet Tap	6	EA	\$3,800.00	\$22,800.00
	g. 6-inch Wet Connection	14	EA	\$2,000.00	\$28,000.00
	h. 6-inch Cut-In for Valves	5	EA	\$2,300.00	\$11,500.00
	i. 6-inch Cut-In for Fire Hydrant Assembly	12	EA	\$5,300.00	\$63,600.00
	j. 6-inch x 2-inch Wet Tap	4	EA	\$2,000.00	\$8,000.00
17	Connect to Existing Water Meters	493	EA	\$240.00	\$118,320.00
18	Relocate Existing Water Meters up to Five (5) Feet from Property Line	38	EA	\$250.00	\$9,500.00
19	Relocate Existing Water Meters that Exceed Five (5) Feet from Property Line	72	EA	\$700.00	\$50,400.00
20	Furnish & Install Sample Station	5	EA	\$4,000.00	\$20,000.00



ENGINEER'S OPINION OF PROBABLE COST
2" WATER MAIN REPLACEMENT
NORTH PENINSULA PROJECT AREA - PHASE 4
CITY OF ORMOND BEACH
100% SUBMITTAL
FEBRUARY 25, 2022

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL PRICE
21	Pavement Removal and Replacement (CONT'D)				
	a. Asphalt Road Patch	800	SY	\$60.00	\$48,000.00
	b. Concrete Driveway/Parking Apron	400	SY	\$65.00	\$26,000.00
	c. Gravel Driveway	110	SY	\$25.00	\$2,750.00
	d. Concrete Sidewalk	170	SY	\$60.00	\$10,200.00
	e. Concrete Curb and Gutter	230	LF	\$42.00	\$9,660.00
22	Grout Fill Existing 6-inch Pipe	520	LF	\$25.00	\$13,000.00
23	Furnish & Install Thermoplastic Striping				
	a. Standard Double Yellow, Solid, 6-inch Wide	120	LF	\$2.50	\$300.00
	b. Standard White, Solid, 18-inch Wide	16	LF	\$7.00	\$112.00
24	Cleaning and Pigging of New Water Mains	1	LS	\$12,000.00	\$12,000.00
25	Bacteriological Clearance	1	LS	\$7,500.00	\$7,500.00
26	Erosion and Sedimentation Control	1	LS	\$8,600.00	\$8,600.00
27	Sod Restoration	6,000	SY	\$4.00	\$24,000.00
28	Surface Restoration	1	LS	\$8,000.00	\$8,000.00
29	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00
30	Submit Certified "As-Built" Drawings	1	LS	\$8,500.00	\$8,500.00
TOTAL BASE BID (Item Nos. 1-30)					\$2,350,592.00
Contingency (10%)					\$235,059.20
Estimate of Probable Cost					\$2,585,651.20



CAPITAL PROJECT DETAIL

PROJECT TITLE

SR40 Utility Adjustments

PROJECT#

CATEGORY

Transportation

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

SR40 from US1 east to A1A

MANAGEMENT

Engineering

PROJECT SCOPE

Relocate/Adjust utilities that are in conflict with FDOTs proposed Improvements on Granada

JUSTIFICATION

Some of the City's Utilities are in conflict with the proposed improvements on SR40/Granada. FDOT requires the City to relocate the utilities that are in conflict in their right of way.

PROJECT COST METHODOLOGY

Unit Cost

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	33,000	0	0	0	0	33,000
Total	33,000	0	0	0	0	33,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	33,000	0	0	0	0	33,000
Total	33,000	0	0	0	0	33,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

WRF Filter Modifications

PROJECT#

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Water Reclamation Facility

MANAGEMENT

Engineering

PROJECT SCOPE

Replacement of current sand filters with three dimensional cloth media increasing wetted surface area and allowing increased filtration capacity.

JUSTIFICATION

The Water Reclamation Facility Condition Assessment Report prepared by Mead Hunt in April, 2020 identified this project as a critical improvement to the facility. The current sand filters require extensive maintenance due to their age and technology. Cloth media filters have been developed in recent years that reduce the levels of maintenance necessary for operation while increasing efficiency. Filtration of the effluent is a critical process step prior to distributing into the reclaimed water system or discharging into the Halifax River.

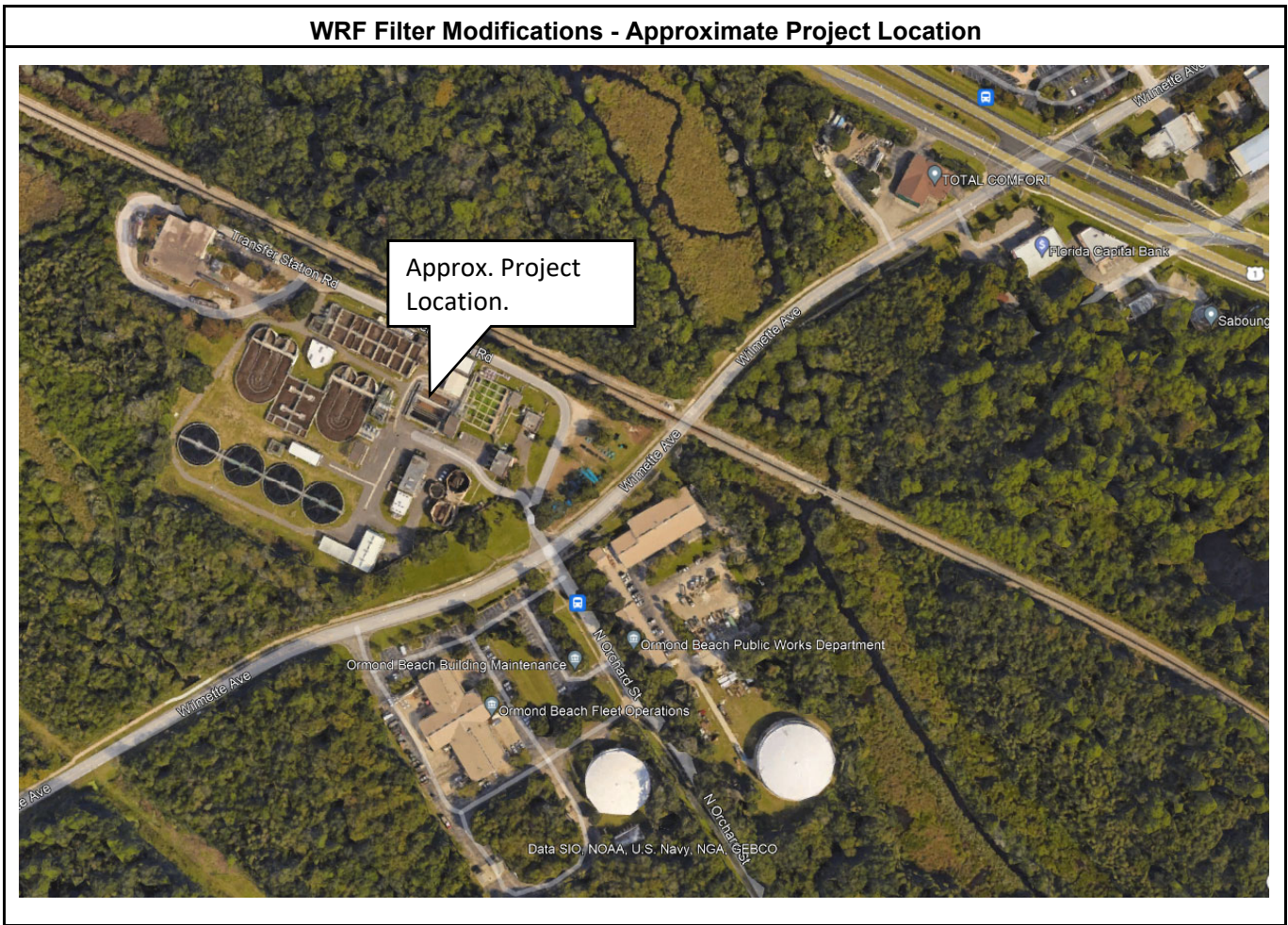
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	0	320,000	0	0	0	320,000
Construction	0	0	4,920,000	0	0	4,920,000
CEI Services	0	0	295,000	0	0	295,000
Total	0	320,000	5,215,000	0	0	5,535,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Water & Sewer Charges	0	320,000	0	0	0	320,000
Bond Proceeds	0	0	5,215,000	0	0	5,215,000
Total	0	320,000	5,215,000	0	0	5,535,000

WRF Filter Modifications - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Filter Basin Modifications	2	EA	\$250,000	\$500,000
2	Filter Equipment and Install	2	EA	\$1,600,000	\$3,200,000
3	Electrical and Instrumentation	2	EA	\$200,000	\$400,000
Construction Sub-Total					\$4,100,000
Contingency @ 20%					\$820,000
Engineering Design and CEI @ 15%					\$615,000
Total Estimated Project Cost					\$5,535,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

Halifax River Force Main Crossing

PROJECT#

435043

CATEGORY

Wastewater System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

Halifax River at Granada

MANAGEMENT

Engineering

PROJECT SCOPE

Construct a force main across the Halifax River for wastewater transmission

JUSTIFICATION

The existing collection system includes two river force main crossings. The existing force main located near Granada is ductile iron and was installed in 1981 according to City records. As such, the existing line is at the end of its intended service life and should be replaced. Constructing a new secondary force main is essential for the City to maintain wastewater service to the beachside customers.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	0	0	153,000	0	0	153,000
Construction	0	0	0	1,836,800	0	1,836,800
CEI Services	0	0	0	76,500	0	76,500
Total	0	0	153,000	1,913,300	0	2,066,300

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	0	0	153,000	0	0	153,000
Bond Proceeds	0	0	0	1,913,300	0	1,913,300
Total	0	0	153,000	1,913,300	0	2,066,300

Halifax River Force Main Crossing - Preliminary Cost Estimate - 2023

Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	24-inch Force Main	3,400	LF	\$300	\$1,020,000
2	Valves and Fittings	1	LS	\$160,000	\$160,000
3	Tie-Ins	2	EA	\$50,000	\$100,000
4	As-builts and Restoration	2	EA	\$125,000	\$250,000
Construction Sub-Total					\$1,530,000
Contingency @ 20%					\$306,000
Engineering Design and CEI @ 15%					\$229,500
Total Estimated Project Cost					\$2,065,500

Halifax River Force Main Crossing - Approximate Project Location



CAPITAL PROJECT DETAIL

PROJECT TITLE

Existing Wellfield Repairs

PROJECT#

CATEGORY

Water System Improvements

FUND

409-Water and Wastewater R and R (Capital)

PROJECT LOCATION

SR40 Wellfield

MANAGEMENT

Utilities

PROJECT SCOPE

Rehabilitation of the SR40 wellfield

JUSTIFICATION

The City currently has two wells in the SR40 wellfield that are currently offline. These wells were taken offline due to comprised casings and a variety of other reasons. This proposed project will allow the City to redrill two new wells to replace the old wells. These two wells are currently counted for within the City's Consumptive Use Permit

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	0	0	0	145,000	0	145,000
Construction	0	0	0	0	1,710,000	1,710,000
CEI Services	0	0	0	0	68,750	68,750
Total	0	0	0	145,000	1,778,750	1,923,750

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water & Sewer Charges	0	0	0	145,000	0	145,000
Bond Proceeds	0	0	0	0	1,778,750	1,778,750
Total	0	0	0	145,000	1,778,750	1,923,750

Existing Wellfield Repair - Preliminary Cost Estimate - 2023

Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	New UFA Wells, Pumps, and Mechanical Equipment	2	EA	\$375,000	\$750,000
2	Well Access and Site Work	1	LS	\$150,000	\$150,000
3	Raw Water Main Piping	1	LS	\$75,000	\$75,000
4	Electrical and Instrumentation	1	LS	\$100,000	\$100,000
5	Emergency Power Generator	1	EA	\$200,000	\$200,000
6	Existing Well Abandonment	2	EA	\$75,000	\$150,000
Construction Sub-Total					\$1,425,000
Contingency @ 20%					\$285,000
Engineering Design and CEI @ 15%					\$213,750
Total Estimated Project Cost					\$1,923,750

Existing Wellfield Repair - Approximate Project Location



**433 434 435-REUSE, WATER AND WASTEWATER IMPACT FEE
FUNDS**

CAPITAL PROJECT DETAIL

PROJECT TITLE

Hudson Wellfield Expansion

PROJECT#

435041

CATEGORY

Water and Wastewater Improvements

FUND

434-Water Impact Fees

PROJECT LOCATION

Hudson Wellfield

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of three (3) additional wells within the Hudson Wellfield. Including one new power generator for all three wells.

JUSTIFICATION

The City's existing consumptive use permit included the construction of three new wells within the Hudson Wellfield. The three wells are estimated to pump 300 GPM resulting in an additional capacity of 1.29 MGD. A work authorization for the design of this project has been executed with Mead & Hunt, Inc.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Construction	2,450,000	0	0	0	0	2,450,000
CEI Services	122,500	0	0	0	0	122,500
Design	0	0	0	0	0	0
Total	2,572,500	0	0	0	0	2,572,500

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Water Impact Fees	2,572,500	0	0	0	0	2,572,500
Total	2,572,500	0	0	0	0	2,572,500

Hudson Wellfield Expansion - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	New UFA Wells, Pumps, and Mechanical Equipment	3	EA	\$375,000	\$1,125,000
2	Well Access and Site Work	1	LS	\$650,000	\$650,000
3	Raw Water Main Piping	1	LS	\$275,000	\$275,000
4	Electrical and Instrumentation	1	LS	\$200,000	\$200,000
5	Emergency Power Generator	1	EA	\$200,000	\$200,000
Construction Sub-Total					\$2,450,000
Contingency @ 20%					\$490,000
Engineering Design					\$292,964
Engineering Limited CEI @ 5%					\$122,500
Total Estimated Project Cost					\$3,355,464

CAPITAL PROJECT DETAIL

PROJECT TITLE

Utility Master Plan Update

PROJECT#

CATEGORY

Water and Wastewater Improvements

FUND

434-Water Impact Fees

PROJECT LOCATION

City-wide

MANAGEMENT

Utilities

PROJECT SCOPE

Update to the Utility Master Plan including flow demands and projections, population projections, current system capacity and evaluation of improvements to the water, wastewater, and reuse systems, update of system models to identify deficiencies and recommend improvements, develop a schedule for future planning of CIP projects and required funding.

JUSTIFICATION

The Utility Master Plan provides a long term planning document which will identify the short, mid, and long range needs pertaining to the City's water and wastewater infrastructure. The most current comprehensive Utility Master Plan was completed in 2015. The plan was supplemented by a Western Service Area Master Plan Update initiated in 2019 and completed in 2020. Additionally, separate WTP & WRF Infrastructure Assessment Reports were completed in 2020 supplementing the latest Master Plan. Typically, comprehensive updates to the utility master plan are scheduled on a 5-10 year basis depending on development, population growths, and other needs that arise within the City's service area that impact the water and sewer infrastructure.

PROJECT COST METHODOLOGY

Costs based on previous master plan update costs adjusted for inflation.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Utility Master Plan	0	320,000	0	0	0	320,000
Total	0	320,000	0	0	0	320,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	Total 2023-24 to 2027-28
Wastewater Impact Fees	0	160,000	0	0	0	160,000
Water Impact Fees	0	160,000	0	0	0	160,000
Total	0	320,000	0	0	0	320,000

460-SOLID WASTE FUND

CAPITAL PROJECT DETAIL

PROJECT TITLE

Vehicle Replacement-Solid Waste

PROJECT#

CATEGORY

Vehicle and Equipment Replacement

FUND

460-Solid Waste Fund

PROJECT LOCATION

Various City Departments

MANAGEMENT

Fleet

PROJECT SCOPE

The project involves the continued implementation of a comprehensive vehicle replacement schedule for the City's fleet. Vehicles beyond the first year of the program will be evaluated at the appropriate time. These vehicles are being shown for scheduling purposes only and will not necessarily be replaced in the year shown.

JUSTIFICATION

The replacement schedule has been designed to replace vehicles which have been identified by the Fleet Manager as: 1) incurring the greatest maintenance expense over the life of the vehicle, 2) reaching or exceeding their expected life in terms of age, and 3) having relatively high mileage.

The benefits of the replacement program are reflected in the reduction of the City's Fleet Maintenance operating and labor costs, as well as lower vehicle downtime which in turn increases service availability to the community.

PROJECT COST METHODOLOGY

State contract pricing.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Vehicle Replacement	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
User Charges	35,000	0	0	0	0	35,000
Total	35,000	0	0	0	0	35,000

499-WATER WASTEWATER CAPITAL IMPROVEMENT FUND
WEST ORMOND

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Area A WM FM

PROJECT#

CATEGORY

Water and Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

Hand Avenue

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of water main and force main to connect the development region Area A to existing utilities located on Hand Avenue.

JUSTIFICATION

Installation of a water main and force main along Hand Avenue to the Area A region is vital to the City in order to serve utilities for future developments in the western region of the City's service area.

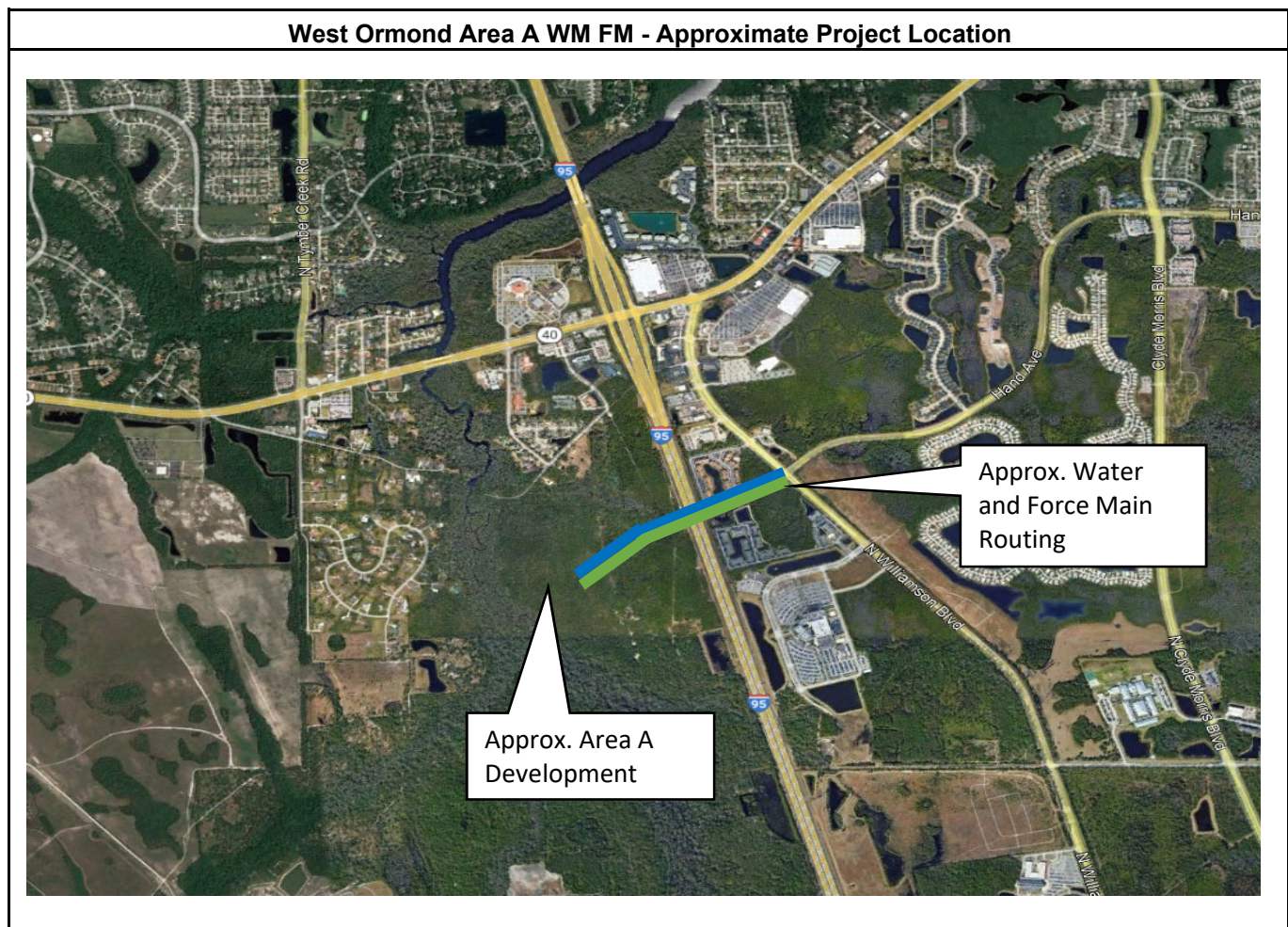
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	200,000	0	0	0	0	200,000
Construction	0	2,400,000	0	0	0	2,400,000
CEI Services	0	100,000	0	0	0	100,000
Total	200,000	2,500,000	0	0	0	2,700,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
To Be Determined	200,000	2,500,000	0	0	0	2,700,000
Total	200,000	2,500,000	0	0	0	2,700,000

West Ormond Area A WM FM - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Water Main	1	LS	\$1,150,000	\$1,150,000
2	Force Main	1	LS	\$850,000	\$850,000
Construction Sub-Total					\$2,000,000
Contingency @ 20%					\$400,000
Engineering Design and CEI @ 15%					\$300,000
Total Estimated Project Cost					\$2,700,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Potable Tank and Station

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Utilities

PROJECT SCOPE

Construction of a 3 million gallon potable water storage tank and pump station to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new potable storage tank and pump station project in the western region of the City's service area would allow the City to satisfy projected fire flow demands for future development.

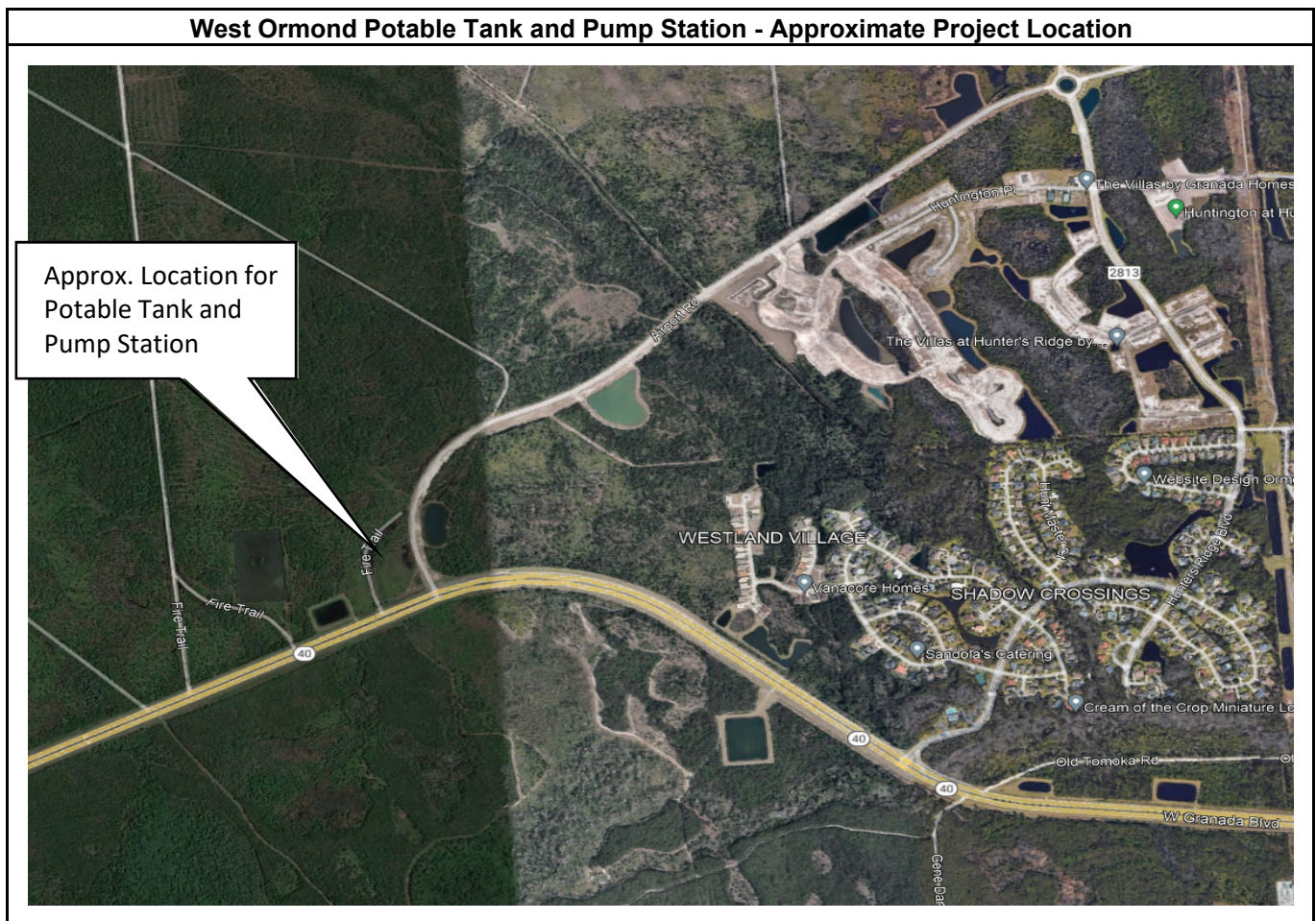
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	375,000	0	0	0	0	375,000
Construction	0	4,800,000	0	0	0	4,800,000
CEI Services	0	225,000	0	0	0	225,000
Total	375,000	5,025,000	0	0	0	5,400,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
To Be Determined	375,000	5,025,000	0	0	0	5,400,000
Total	375,000	5,025,000	0	0	0	5,400,000

West Ormond Potable Tank and Pump Station - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization and General Conditions	1	LS	\$300,000	\$300,000
2	Locate and Expose Utilities	1	LS	\$15,000	\$15,000
3	Sitework and Yard Piping	1	LS	\$140,000	\$140,000
4	20-inch Water Main	500	LF	\$130	\$65,000
5	3 MG Storage Tank	1	LS	\$2,150,000	\$2,150,000
6	Pump Station	1	LS	\$825,000	\$825,000
7	Electrical and Instrumentation	1	LS	\$325,000	\$325,000
8	Potable Water Main Tie-Ins	2	EA	\$18,000	\$36,000
9	Add/Delete Ductile Iron Fittings	2	TN	\$15,000	\$30,000
10	As-BUILTs/Layout	1	LS	\$30,000	\$30,000
11	Clearing, MOT, and Restoration	1	LS	\$60,000	\$60,000
Construction Sub-Total					\$3,976,000
Contingency @ 20%					\$795,200
Engineering Design and CEI @ 15%					\$596,400
Total Estimated Project Cost					\$5,367,600



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities SR40 WM FM Loop

PROJECT#

CATEGORY

Water and Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

SR40 and Airport Rd

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of water main and force main to connect the existing utilities on SR40 to the existing utilities on Airport Rd, thereby creating a looped system.

JUSTIFICATION

Completion of a utility loop system in the western region along SR 40 and Airport Rd is vital to the City in order to supply water and wastewater transmission capabilities for future developments in the western region of the City's service area. The design of the water main loop has already been completed by Zev Cohen and Associates.

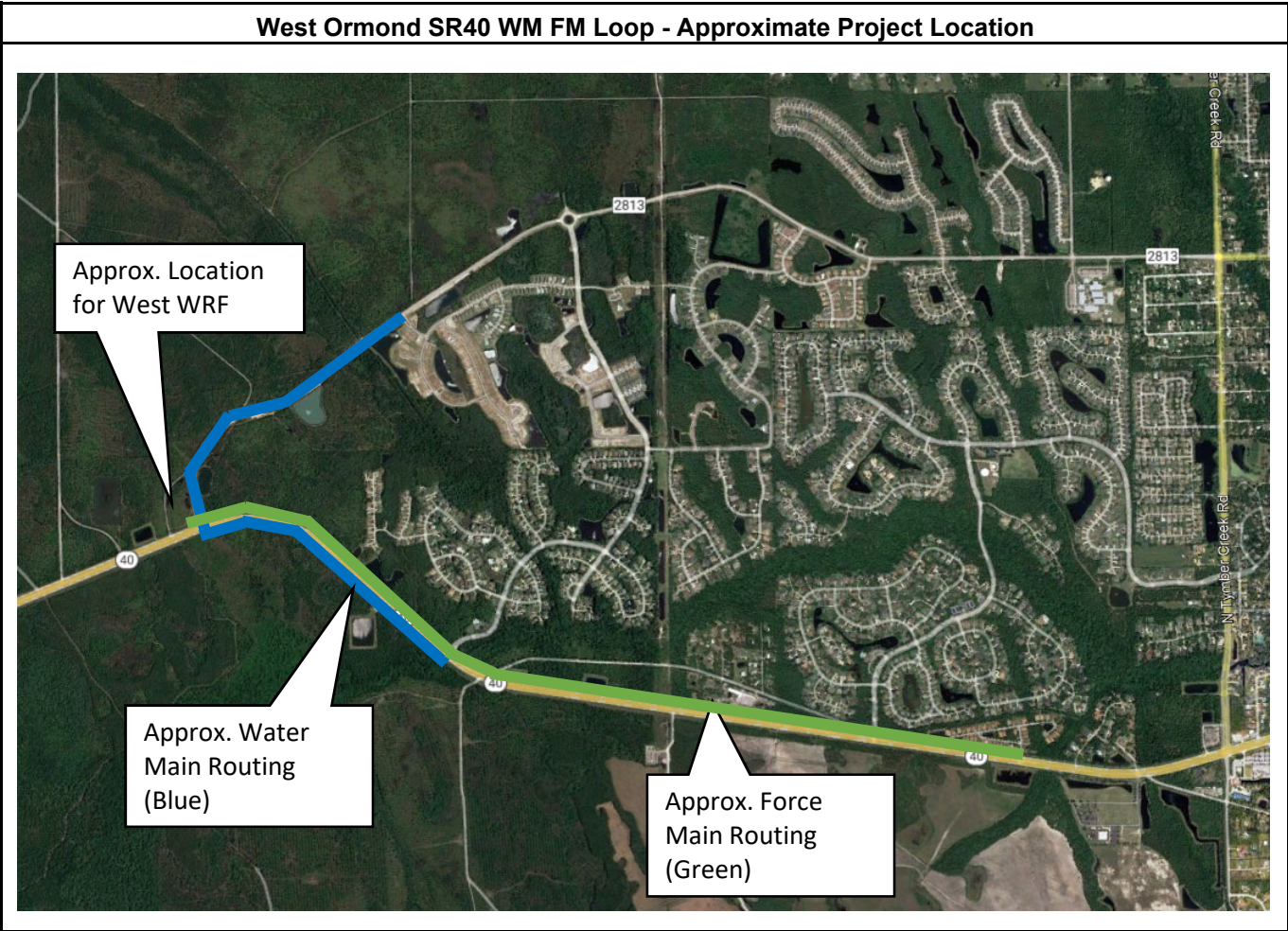
PROJECT COST METHODOLOGY

Zev Cohen Engineer's Opinion of Probable Cost and Staff Estimates

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	5,580,000	0	0	0	0	5,580,000
CEI Services	625,000	0	0	0	0	625,000
Design	75,000	0	0	0	0	75,000
Total	6,280,000	0	0	0	0	6,280,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	6,280,000	0	0	0	0	6,280,000
Total	6,280,000	0	0	0	0	6,280,000

West Ormond SR40 WM FM Loop - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Water Main Loop	1	LS	\$1,850,000	\$1,850,000
2	Force Main Loop	1	LS	\$2,800,000	\$2,800,000
Construction Sub-Total					\$4,650,000
Contingency @ 20%					\$930,000
Engineering Design and CEI @ 15%					\$697,500
Total Estimated Project Cost					\$6,277,500



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WRF

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a 4 million gallon per day Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new water reclamation facility in the western region of the City's service area would aid the City with the projected wastewater flow demands for future development.

PROJECT COST METHODOLOGY

Ormond Beach Wastewater Treatment Plant Site Planning and Technology Assessment Report

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	6,500,000	0	0	0	0	6,500,000
Construction and CEI	0	37,250,000	17,250,000	0	0	74,500,000
Total	6,500,000	37,250,000	17,250,000	0	0	81,000,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	4,610,000	27,800,000	17,800,000	0	0	60,210,000
Daytona Beach	1,890,000	9,450,000	9,450,000	0	0	20,790,000
Total	6,500,000	37,250,000	17,250,000	0	0	81,000,000

West Ormond WRF - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	General Conditions and Mobilization	1	LS	\$3,000,000	\$3,000,000
2	Site Civil and Stormwater	1	LS	\$3,300,000	\$3,300,000
3	Concrete	1	LS	\$8,000,000	\$8,000,000
4	Misc. Metals	1	LS	\$1,750,000	\$1,750,000
5	Paints and Coatings	1	LS	\$1,450,000	\$1,450,000
6	Process Equipment	1	LS	\$15,000,000	\$15,000,000
7	Pre-Fab Buildings, Arch. And HVAC	1	LS	\$4,500,000	\$4,500,000
8	Prestressed Circular Concrete Tanks	1	LS	\$4,500,000	\$4,500,000
9	Mechanical	1	LS	\$9,000,000	\$9,000,000
10	Electrical and Instrumentation	1	LS	\$9,500,000	\$9,500,000
Construction Sub-Total					\$60,000,000
Contingency @ 20%					\$12,000,000
Engineering Design and CEI @ 15%					\$9,000,000
Total Estimated Project Cost					\$81,000,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WRF Site Improvements

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of site improvements to serve a future 4 million gallon per day Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

Constructing site improvements at the location of where a future water reclamation facility is scheduled to be built would aid the City in properly preparing for the major expense associated with the new facility.

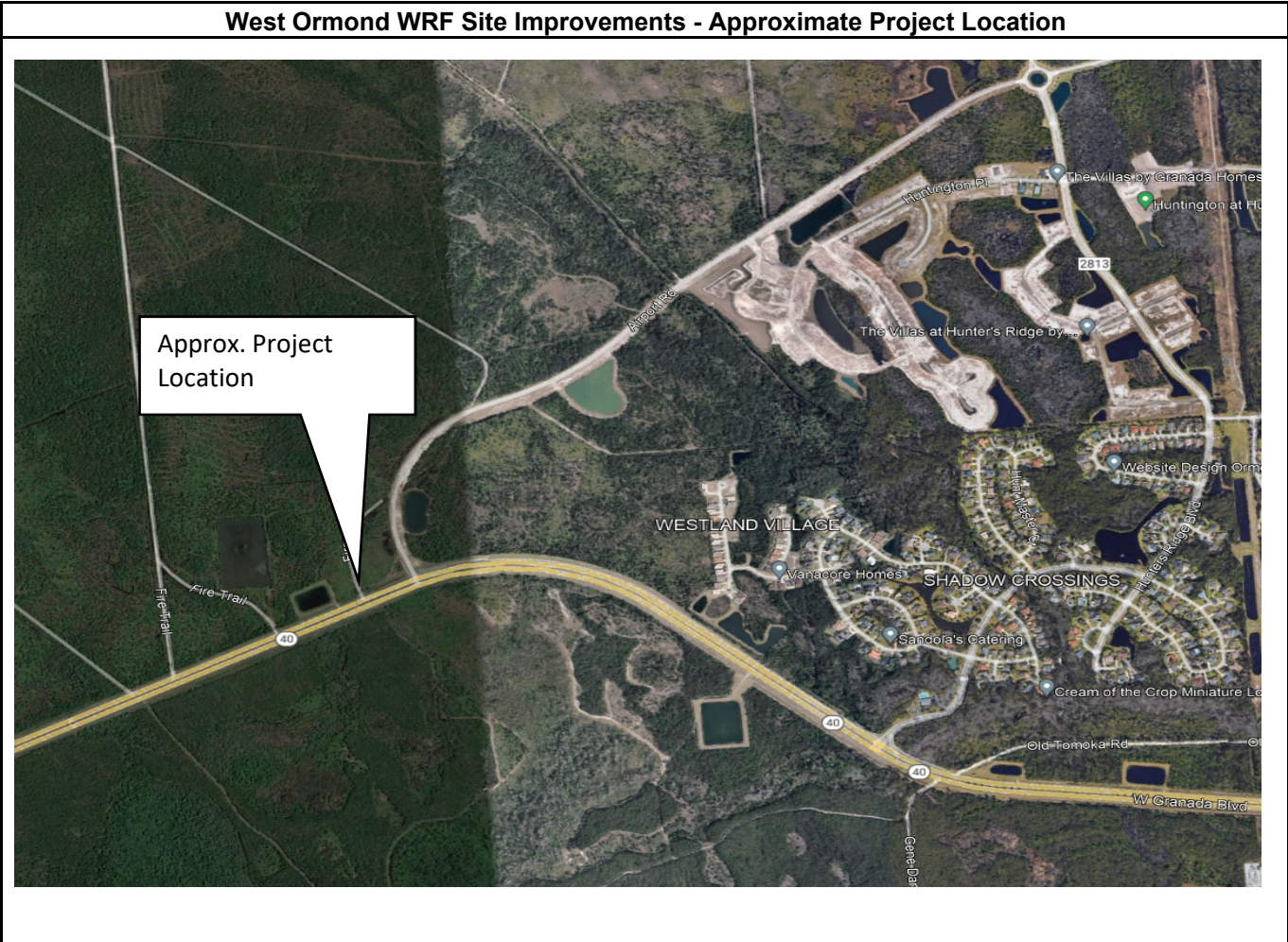
PROJECT COST METHODOLOGY

Ormond Beach Wastewater Treatment Plant Site Planning and Technology Assessment Report

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	1,620,000	0	0	0	0	1,620,000
Total	1,620,000	0	0	0	0	1,620,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	1,620,000	0	0	0	0	1,620,000
Total	1,620,000	0	0	0	0	1,620,000

West Ormond WRF Site Improvements - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	General Site Improvements	1	LS	\$1,200,000	\$1,200,000
Construction Sub-Total					\$1,200,000
Contingency @ 20%					\$240,000
Engineering Design and CEI @ 15%					\$180,000
Total Estimated Project Cost					\$1,620,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Airport Rd FM Extension

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West Airport Rd

MANAGEMENT

Utilities

PROJECT SCOPE

Construction of a force main along Airport Road to the future Water Reclamation Facility to serve the western portion of the City's service area.

JUSTIFICATION

This force main project would extend the existing force main on Airport Road to the future western Water Reclamation Facility. Extending this force main would allow the collection system to divert future wastewater flows to the new treatment plant, thereby increasing the City's wastewater treatment redundancies.

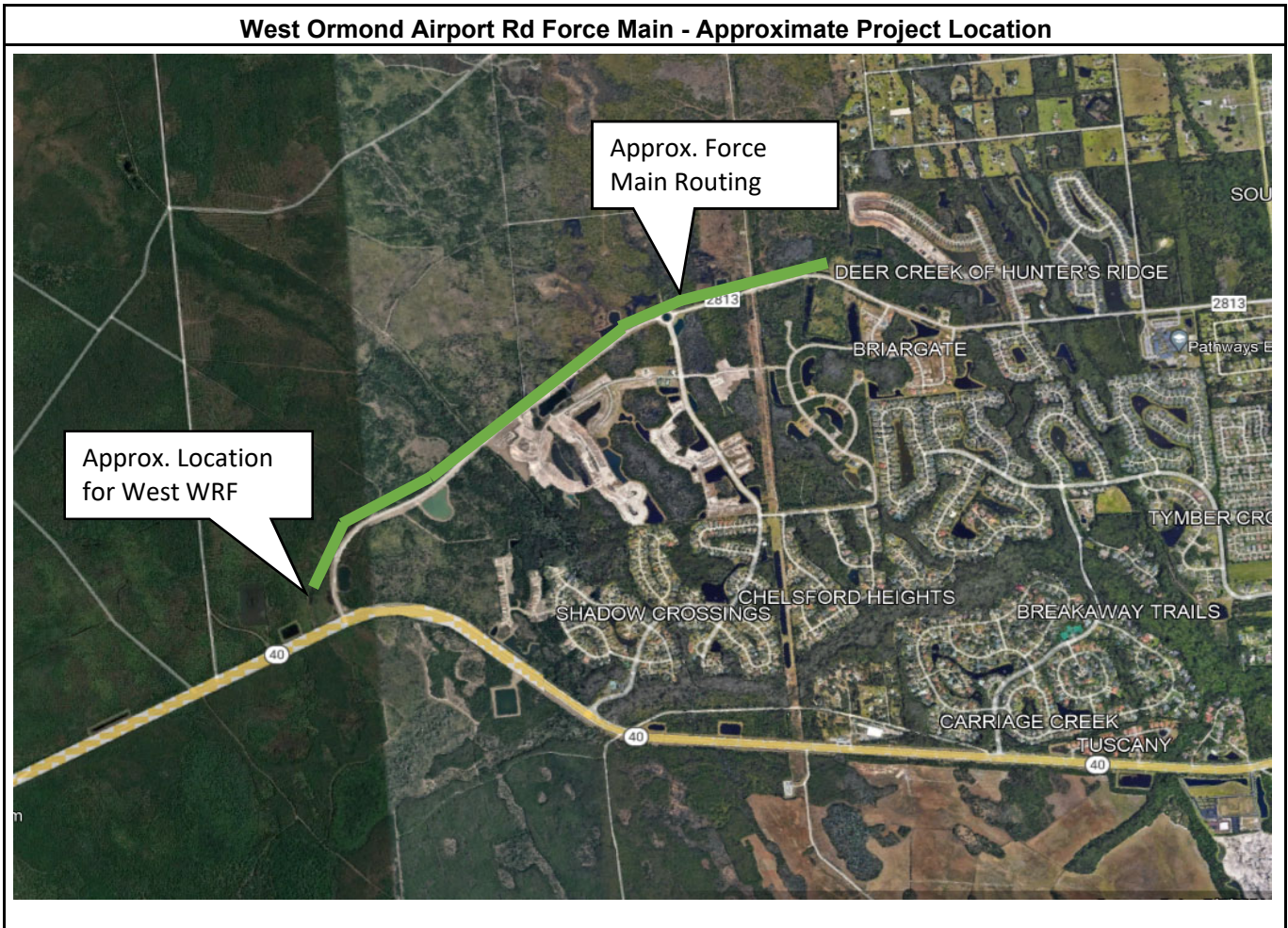
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	0	275,000	0	0	0	275,000
Construction	0	0	3,059,500	0	0	3,059,500
Total	0	275,000	3,059,500	0	0	3,334,500

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	0	175,000	2,156,500	0	0	2,331,500
Daytona Beach	0	100,000	903,000	0	0	1,003,000
Total	0	275,000	3,059,500	0	0	3,334,500

West Ormond Airport Rd Force Main - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Mobilization and General Conditions	1	LS	\$350,000	\$350,000
2	12-inch Force Main	10,200	LF	\$80	\$816,000
3	Gate Valves	16	EA	\$9,000	\$144,000
4	Tie-Ins	5	EA	\$12,000	\$60,000
5	Clearing, Restoration, & As-builts	1	LS	\$1,100,000	\$1,100,000
Construction Sub-Total					\$2,470,000
Contingency @ 20%					\$494,000
Engineering Design and CEI @ 15%					\$370,500
Total Estimated Project Cost					\$3,334,500



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities - New Rima Wells

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

City property near SR 40

MANAGEMENT

PROJECT SCOPE

Construction of three additional wells at the Rima Ridge wellfield on the western portion of the City's service area.

JUSTIFICATION

Due to anticipated growth in the western portion of the City's service area, the City should plan on constructing three additional wells in the Rima Ridge wellfield. Having these wells constructed would aid in meeting future raw water needs. The City is currently in the process of discussing future wells with SJRWMD as a part of the Consumptive Use Permit renewal.

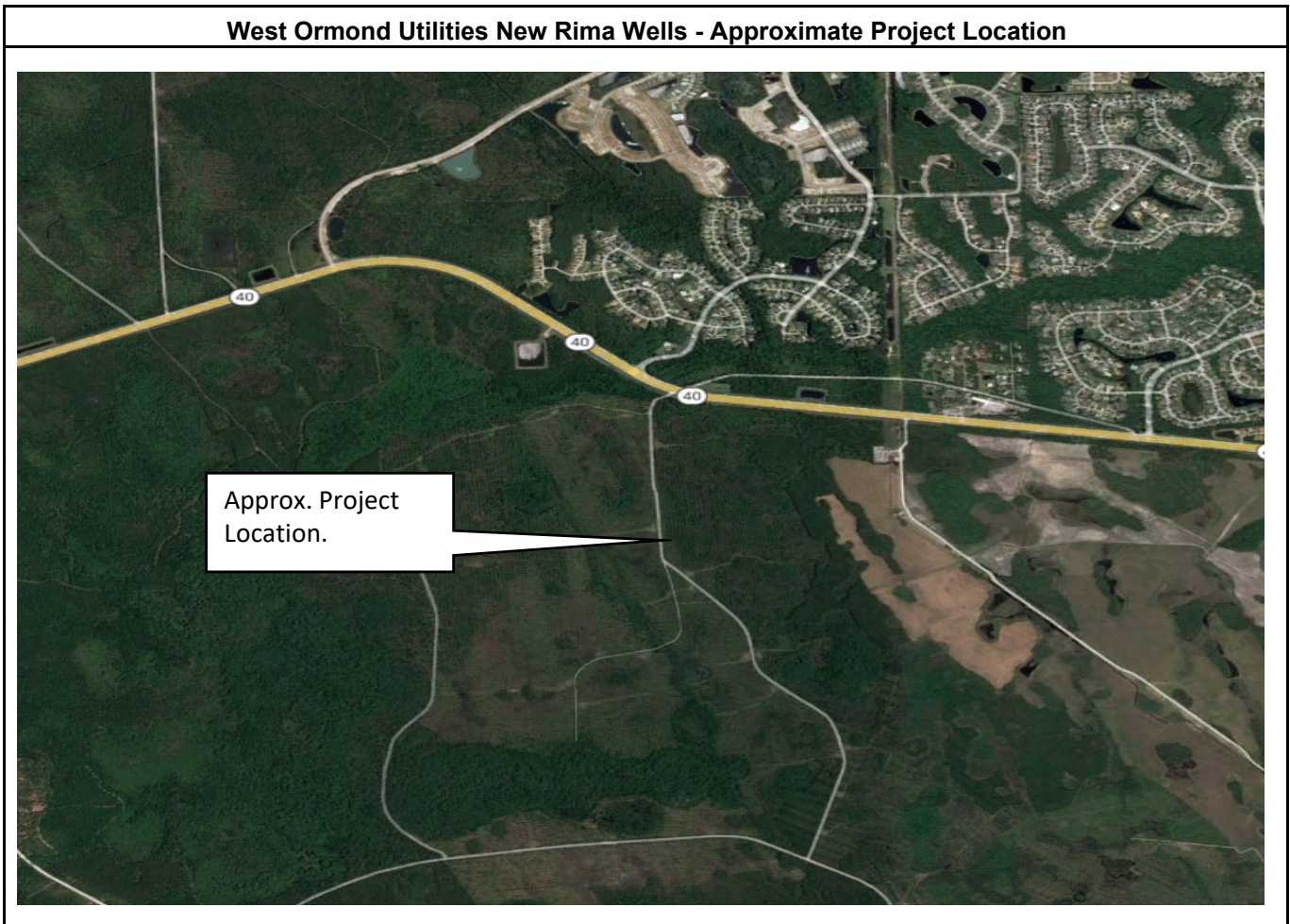
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	0	0	300,000	0	0	300,000
Construction	0	0	0	2,885,000	0	2,885,000
CEI Services	0	0	0	122,500	0	122,500
Total	0	0	300,000	3,007,500	0	3,307,500

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	0	0	300,000	3,007,500	0	3,307,500
Total	0	0	300,000	3,007,500	0	3,307,500

West Ormond Utilities - New Rima Wells - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	New UFA Wells, Pumps, and Mechanical Equipment	3	EA	\$375,000	\$1,125,000
2	Well Access and Site Work	1	LS	\$650,000	\$650,000
3	Raw Water Main Piping	1	LS	\$275,000	\$275,000
4	Electrical and Instrumentation	1	LS	\$200,000	\$200,000
5	Emergency Power Generator	1	EA	\$200,000	\$200,000
Construction Sub-Total					\$2,450,000
Contingency @ 20%					\$490,000
Engineering Design and CEI @ 15%					\$367,500
Total Estimated Project Cost					\$3,307,500



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities Hand Ave FM

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

Hand Avenue

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of a new force main on Hand Avenue.

JUSTIFICATION

Installation of an additional force main along Hand Avenue will be vital to the City in order to supply wastewater transmission capabilities for future developments in the western region of the City's service area. This parallel force main would direct flow on Hand Avenue to the existing lift station 5M. Exact routing of the force main is subject to change in the future.

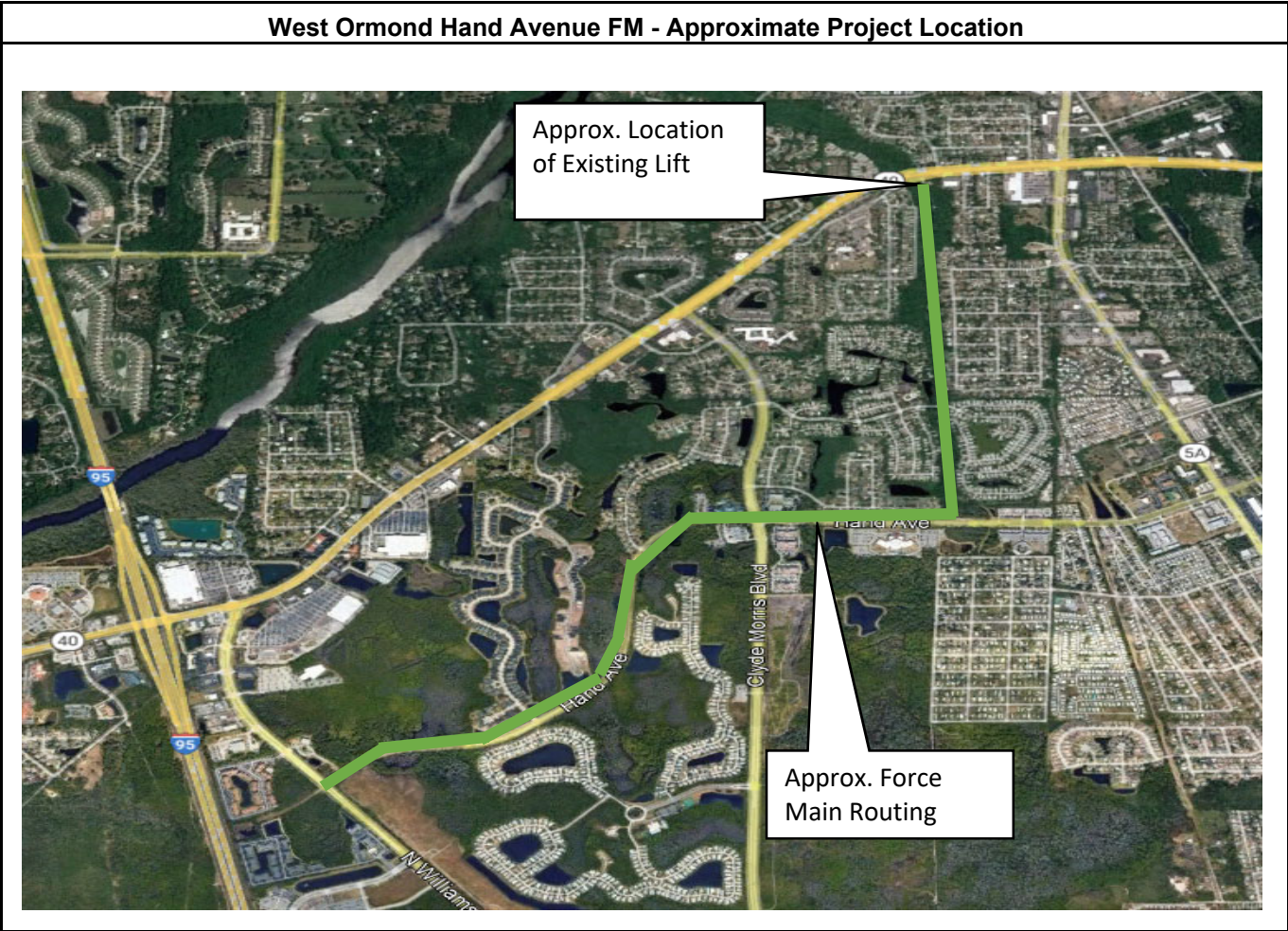
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Design	0	0	300,000	0	0	300,000
Construction	0	0	0	3,840,000	0	3,840,000
CEI Services	0	0	0	180,000	0	180,000
Total	0	0	300,000	4,020,000	0	4,320,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
To Be Determined	0	0	300,000	4,020,000	0	4,320,000
Total	0	0	300,000	4,020,000	0	4,320,000

West Ormond Hand Avenue FM - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Hand Avenue Force Main	1	LS	\$3,200,000	\$3,200,000
Construction Sub-Total					\$3,200,000
Contingency @ 20%					\$640,000
Engineering Design and CEI @ 15%					\$480,000
Total Estimated Project Cost					\$4,320,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities SR40 Parallel FM

PROJECT#

CATEGORY

Wastewater System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Installation of a parallel force main on State Road 40.

JUSTIFICATION

Installation of a secondary parallel force main along SR 40 will be vital to the City in order to supply wastewater transmission capabilities for future developments in the western region of the City's service area. This parallel force main would direct flow to the western Water Reclamation Facility once that facility is operational.

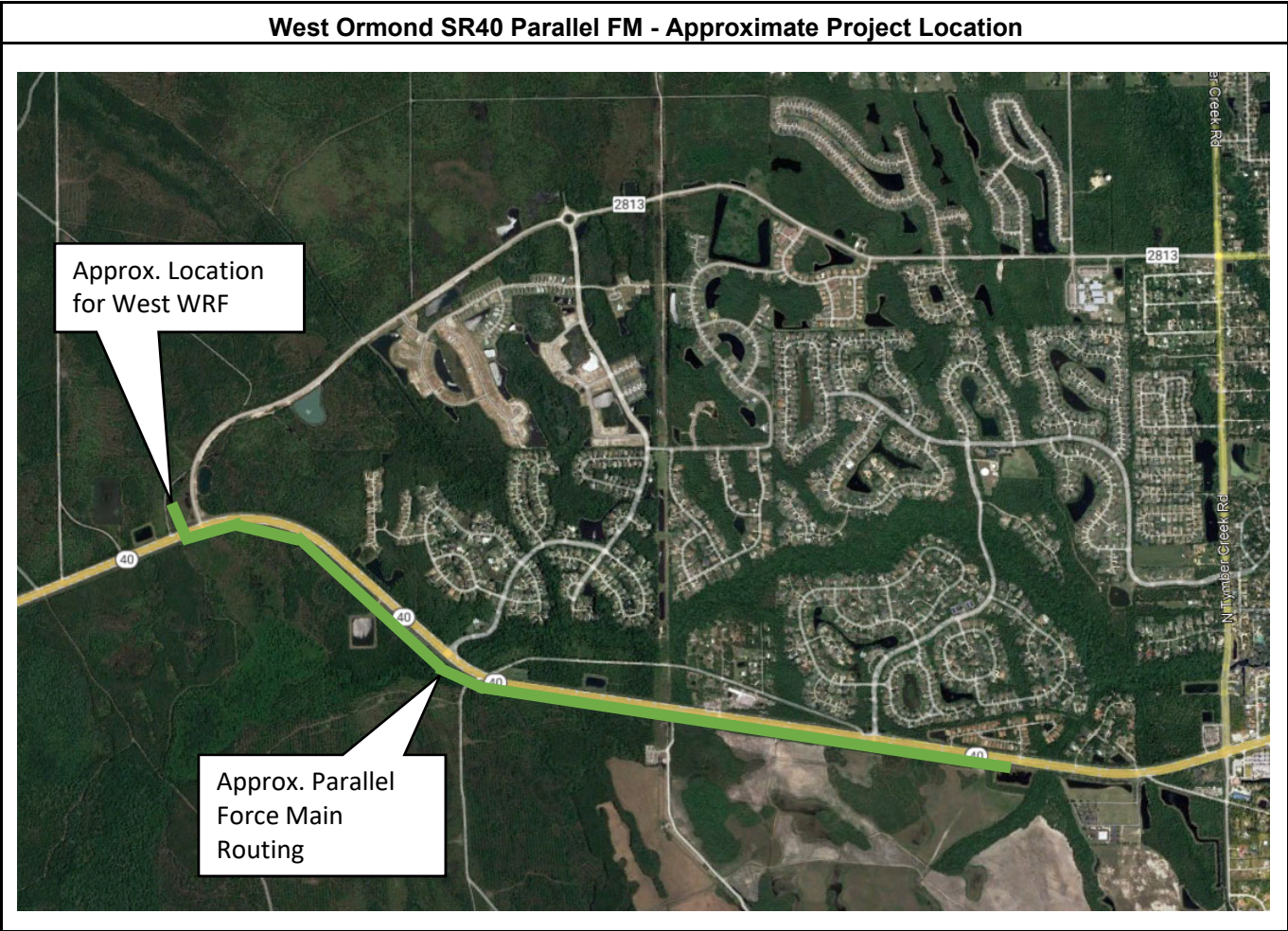
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Design	0	0	225,000	0	0	225,000
Construction	0	0	0	2,760,000	0	2,760,000
CEI Services	0	0	0	120,000	0	120,000
Total	0	0	225,000	2,880,000	0	3,105,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	0	0	225,000	2,880,000	0	3,105,000
Total	0	0	225,000	2,880,000	0	3,105,000

West Ormond SR40 Parallel FM - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	SR40 Parallel Force Main	1	LS	\$2,300,000	\$2,300,000
Construction Sub-Total					\$2,300,000
Contingency @ 20%					\$460,000
Engineering Design and CEI @ 15%					\$345,000
Total Estimated Project Cost					\$3,105,000



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WTP Evaluation

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR40

MANAGEMENT

Engineering

PROJECT SCOPE

Design work effort aimed at outlining the steps the City will need to accomplish in order to bring a new Water Treatment Plant online.

JUSTIFICATION

Construction of a new Water Treatment Plant in the western region of the City's service area would aid the City with the projected water flow demands for future development. This undertaking, however, is vary complex and extensive. To improve the success rate for the City, this site Evaluation and Technology Selection Report would provide guidance regarding future steps the City needs to accomplish.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

<u>EXPENDITURE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
Evaluation Report	0	0	0	300,000	0	300,000
Total	0	0	0	300,000	0	300,000

<u>REVENUE</u>	2023-24	2024-25	2025-26	2026-27	2027-28	Total 2023-24 to 2027-28
To Be Determined	0	0	0	300,000	0	300,000
Total	0	0	0	300,000	0	300,000

West Ormond WTP Evaluation and Technology Report - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	Site Eval and Technology Report	1	LS	\$250,000	\$250,000
Contingency @ 20%					\$50,000
Total Estimated Project Cost					\$300,000

CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities - New Raw Water Wellfield

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of fourteen additional wells at a new wellfield on the western portion of the City's service area.

JUSTIFICATION

The City's projected raw water demand for the calendar year of 2031 is currently listed as being 11.32 MGD. Recommendations from the City's most recent Master Plan suggest that the City would need to construct an additional fourteen wells to satisfy the overall increased raw water demand. The City is currently discussing future raw water demand prospects with the Saint Johns River Water Management District as part of the CUP renewal process. Project includes seven (7) new generators to serve the fourteen wells.

PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation. Pricing is subject to change based upon proposed wellfield location.

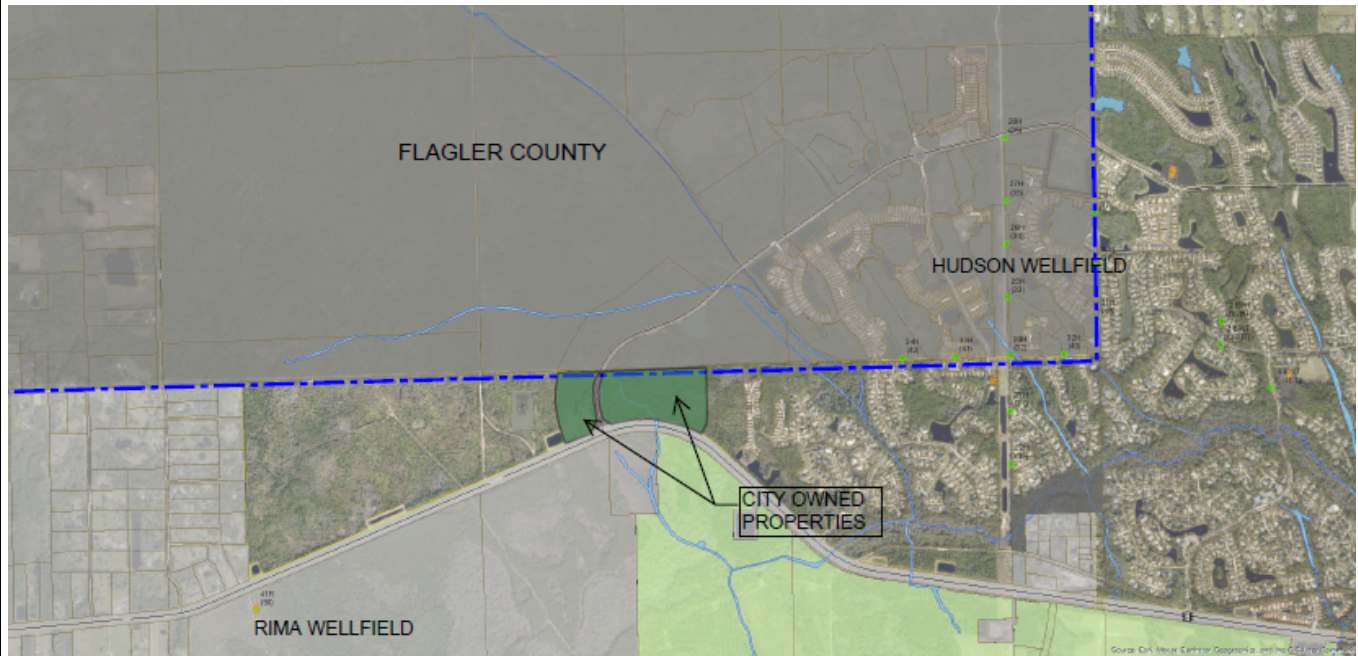
<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction	0	0	0	0	18,180,000	18,180,000
Design	0	0	0	0	1,515,000	1,515,000
CEI Services	0	0	0	0	757,500	757,500
Total	0	0	0	0	20,452,500	20,452,500

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	0	0	0	0	20,452,500	20,452,500
Total	0	0	0	0	20,452,500	20,452,500

West Ormond Raw Water Wellfield - Preliminary Cost Estimate - 2023

Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	New UFA Wells, Pumps, and Mechanical Equipment	14	EA	\$375,000	\$5,250,000
2	Well Access and Site Work	1	LS	\$3,500,000	\$3,500,000
3	Raw Water Main Piping	1	LS	\$2,500,000	\$2,500,000
4	Electrical and Instrumentation	1	LS	\$1,800,000	\$1,800,000
5	Emergency Power Generator	7	EA	\$300,000	\$2,100,000
Construction Sub-Total					\$15,150,000
Contingency @ 20%					\$3,030,000
Engineering Design and CEI @ 15%					\$2,272,500
Total Estimated Project Cost					\$20,452,500

West Ormond Raw Water Wellfield - Location To Be Determined



CAPITAL PROJECT DETAIL

PROJECT TITLE

West Ormond Utilities WTP

PROJECT#

CATEGORY

Water System Expansion

FUND

499-Water and Wastewater R and R (West Ormond)

PROJECT LOCATION

West SR 40

MANAGEMENT

Engineering

PROJECT SCOPE

Construction of a 3 million gallon per day Water Treatment Plant to serve the western portion of the City's service area.

JUSTIFICATION

Constructing a new Water Treatment Plant in the western region of the City's service area would aid the City with the projected water flow demands for future development.

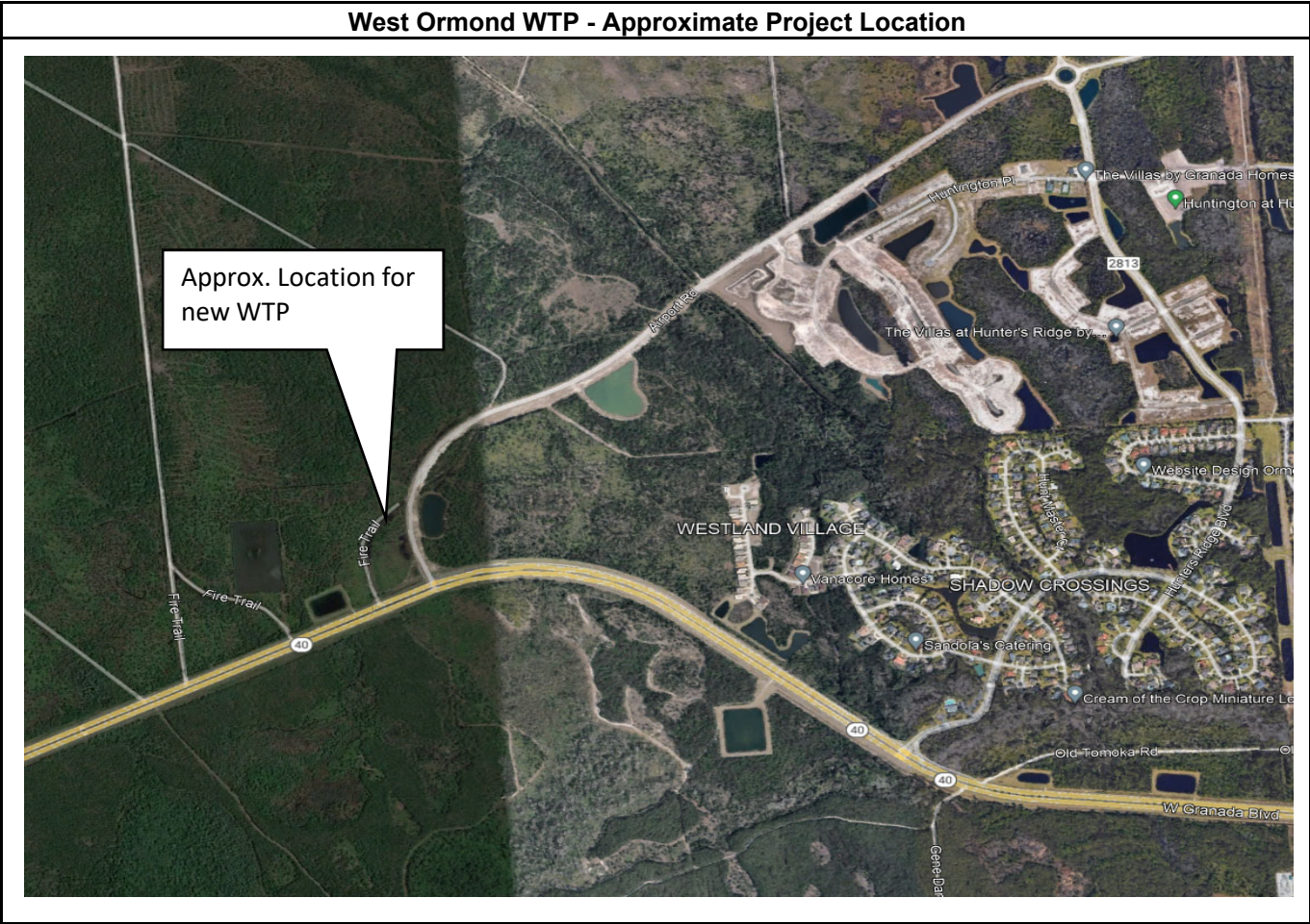
PROJECT COST METHODOLOGY

Utility Master Plan with updated costs to reflect inflation.

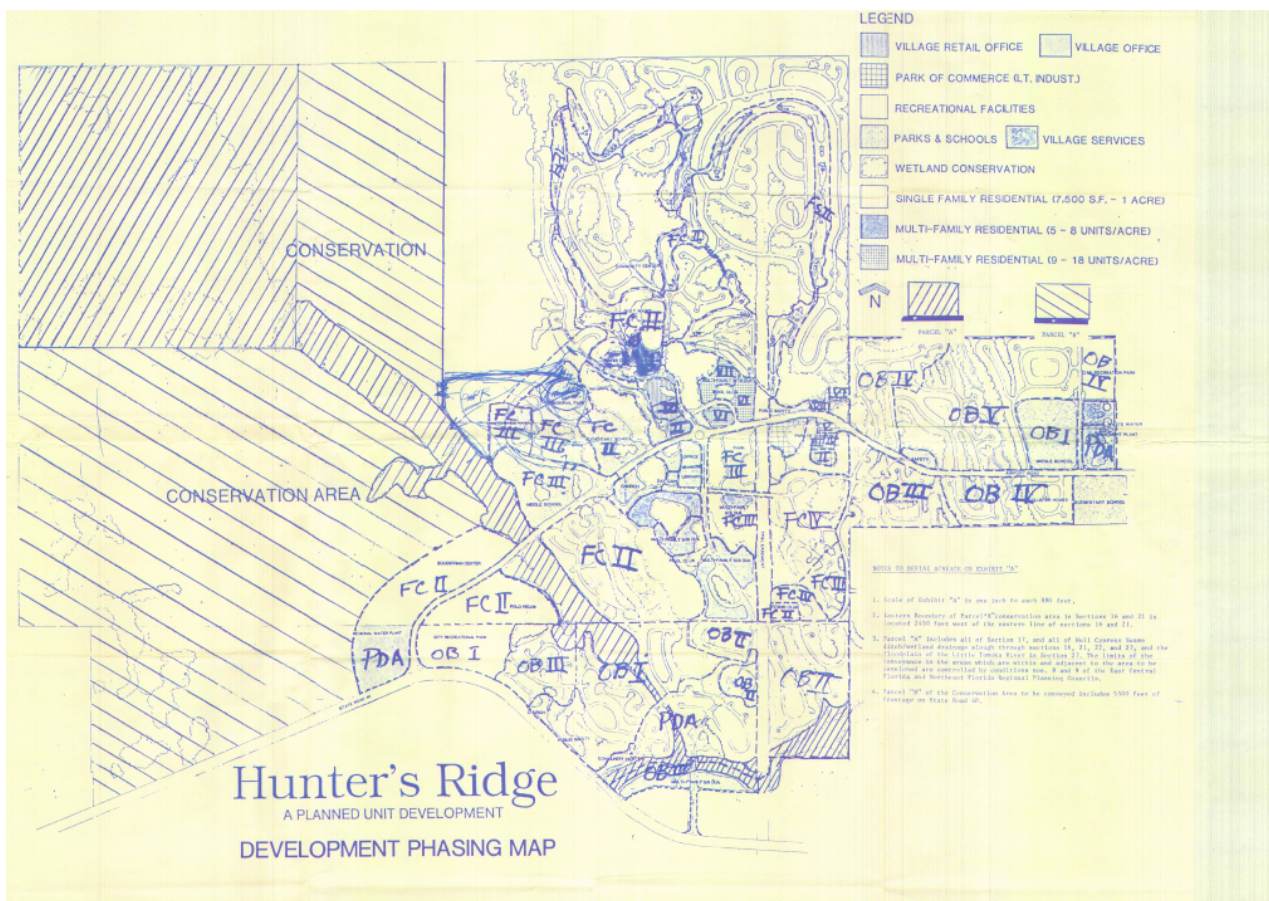
<u>EXPENDITURE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
Construction and CEI	0	0	0	0	42,750,000	42,750,000
Design	0	0	0	0	4,500,000	4,500,000
Total	0	0	0	0	47,250,000	47,250,000

<u>REVENUE</u>	<u>2023-24</u>	<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>Total 2023-24 to 2027-28</u>
To Be Determined	0	0	0	0	47,250,000	47,250,000
Total	0	0	0	0	47,250,000	47,250,000

West Ormond WTP - Preliminary Cost Estimate - 2023					
Item	Item Description	Qty	Unit	Unit Cost	Total Cost
1	3.0 MGD Water Treatment Plant	1	LS	\$35,000,000	\$35,000,000
Construction Sub-Total					\$35,000,000
Contingency @ 20%					\$7,000,000
Engineering Design and CEI @ 15%					\$5,250,000
Total Estimated Project Cost					\$47,250,000



West Ormond WTP - Hunter's Ridge DRI Map



Other Request without identified funding sources

	Other Requests
EXPENDITURE	
Airport Business Park Site Developme	1,610,000
Airport Business Park Street Lights	188,500
Andy Romano Shade Structure & Fabr	116,205
Development of a BC and DR plan	100,000
Fiber Optic Connectivity	620,000
Fire Station bay floor and concrete rep	120,000
Fleet Fuel Island Canopy	250,000
Granada Street Lights	3,960,000
Network and Security Assessment	35,000
Nova LED Baseball Lighting	3,208,000
Nova Parking & Fitness Stations	901,300
OBSC Parking	632,000
Ormond Crossings Pump Station	5,266,150
Ormond Crossings Road Improvement	225,000
Ormond Crossings Transmission Main	13,129,500
PAL House	790,000
Point to Point Wireless Upgrades	27,000
Pretreatment Structure Replacement	7,936,000
Riverside Dr Force Main Improvement	3,032,000
RW Reservoir Tank and Station	4,011,000
RWM Extension to Reservoir	4,911,000
SCADA and Networking Upgrade	885,000
Secondary Reclaimed Water Crossing	4,416,850
Sports Complex Challenge Course	315,000
Western Community Center	18,545,278
WTP Chemical Feed System Upgrade	580,750
WTP Scrubbers and De-gasifiers Reh	3,247,000
WWTP Odor Control	1,422,000
TOTAL EXPENDITURES	80,480,533



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 8.A

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-56
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Deletion of the I-2, Heavy Industrial Zoning District		
Summary:	This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. On August 1, 2023, the City Commission adopted Ordinance 2023-41, that adopted the Ormond Beach I-2, Heavy Industrial zoning district. At the August 15, 2023 City Commission meeting, there was concern expressed about the appropriateness of heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts. At the September 6, 2023 City Commission meeting, the City Commission made multiple motions regarding potential heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts, and directed City staff to bring back options regarding the Ormond Beach I-2 zoning district with no properties to be zoned to the Ormond Beach I-2 zoning district. At the October 4, 2023 City Commission meeting, the City Commission provided direction to delete the Ormond Beach I-2, Heavy Industrial zoning district. This Ordinance proposes to delete the Ormond Beach I-2, Heavy Industrial zoning district in its entirety. There are currently no properties within Ormond Beach designated with the Ormond Beach I-2, Heavy Industrial zoning district. The direction provided by the City Commission is that there are concerns with the appropriateness of uses allowed within the Volusia County I-2, Heavy Industrial zoning district that was the basis for the Ormond Beach I-2, Heavy Industrial zoning district. The proposed amendment would delete, in its entirety, the Land Development Code amendments approved by Ordinance 2023-41. City staff have discussed Ormond Beach zoning options with Halifax Paving and the concerns with the Ormond Beach I-2 zoning district.		

	There was agreement to process Halifax Paving required zoning designation into Ormond Beach as a Planned Industrial Development. Seeking to provide Halifax Paving with a City I-1, Light Industrial zoning designation would not be similar to the existing Volusia County zoning uses. The following actions need to be implemented to accomplish a Planned Industrial Development zoning designation for Halifax Paving: • Amend the Comprehensive Plan Land Use Map to “Industrial/Utilities” and the existing Comprehensive Plan Land Use Map Amendment (Ordinance 2023-40, to “Heavy Industrial”) will not be acted upon and will expire • Amend the framework of the Planned Industrial Development regulations to allow planned developments for individual industrial sites • Amend the Zoning Map to Planned Industrial Development for the Halifax Paving site Until the above actions are completed, Halifax Paving would maintain its existing Volusia County “Industrial” land use and Volusia County I-2, Heavy Industrial zoning district. It is likely that the existing “Heavy Industrial” land use would be reviewed at the time of the City’s Evaluation and Appraisal Report to be determined if the land use should be deleted. The <u>Planning Board</u> reviewed the Land Development Code amendment and recommended approval (6-0).
Financial Impact:	None
Citizen Impact:	Concern was expressed about the appropriateness of heavy industrial uses along Hull Road. At the September 20, 2023 City Commission meeting, the City Commission made motions that they had no intention or desire to provide utilities or annex the property at 874 Hull Road. City staff met with Halifax Paving and reviewed zoning options for the only annexed property within the Hull Road area. There was agreement to pursue a Planned Development (with review by the Planning Board and City Commission) to provide the required City zoning. The deletion of the Ormond Beach I-2, Heavy Industrial zoning district would eliminate the ability to allow heavy industrial uses within the City of Ormond Beach. This Land Development Code amendment does not alter the existing Volusia County I-2, Heavy Industrial zoning within the area of Hull Road.
Recommended Action (Staff, Advisory Board and/or Other):	Planning Board recommended approval of the deletion of the Ormond Beach I-2, Heavy Industrial zoning district as detailed in the attached Ordinance.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341

Attachments:	1. 23-56 Deletion of I-2 zoning district (P23-0221G) 2. 11.09.2023, Deletion of the I-2 zoning district, LDC Amendment PB Report 3. 11.09.2023, DRAFT Planning Board minutes, Deletion of I-2 4. Ordinance BIE 10-01-23 OB Form - Deletion of I-2 - needs final Ordinance						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>11/15/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>11/20/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>11/29/2023</td> </tr> </table>	Kelly McGuire, Finance Director	11/15/2023	Claire Whitley, Assistant City Manager	11/20/2023	Joyce Shanahan, City Manager	11/29/2023
Kelly McGuire, Finance Director	11/15/2023						
Claire Whitley, Assistant City Manager	11/20/2023						
Joyce Shanahan, City Manager	11/29/2023						

ORDINANCE NO. 2023-56

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; REPEALING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL ZONING DISTRICT; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY REPEALING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REMOVING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to: amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; amend Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; amend Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district

designations; repeal Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial Zoning District; and amend Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, of the City of Ormond Beach *Land Development Code* to repeal the I-2, Heavy Industrial zoning district, and remove certain definitions and conditional and special exception uses related to the I-2, Heavy Industrial zoning district, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on November 9, 2023, on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendment to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definitions of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended by removing the following definitions in the appropriate alphabetical order:

~~*Asphalt Batching and Cement Plants* means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.~~

~~*Bulk oil storage and fuel distribution facility* means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.~~

~~*Industrial uses, heavy,* means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code~~

~~*Recreational vehicle or boat storage* means a facility or land where the long term parking of recreational vehicles and/or boats is accommodated.~~

~~*Recycling collection center* means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.~~

~~*Recycling transfer station* means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.~~

~~*Solid waste transfer station* means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.~~

SECTION TWO. Section 2-02, Future land use map designations and zoning districts, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by removing the I-2, Heavy Industrial Zoning District, from Table 2-2, as follows:

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	<i>(No change to existing text)</i>
Recreation Open Space And Conservation	<i>(No change to existing text)</i>
REA, Rural Estate/Agriculture	<i>(No change to existing text)</i>
RR, Rural Residential	<i>(No change to existing text)</i>
SLDR, Suburban Low Density Residential	<i>(No change to existing text)</i>
LDR, Low Density Residential	<i>(No change to existing text)</i>
MDR, Medium Density Residential	<i>(No change to existing text)</i>
HDR, High Density Residential	<i>(No change to existing text)</i>
ROR, Residential, Office, Retail	<i>(No change to existing text)</i>
General Commercial	<i>(No change to existing text)</i>
Tourist Commercial	<i>(No change to existing text)</i>
Low Intensity Commercial	<i>(No change to existing text)</i>
Heavy Intensity Commercial	<i>(No change to existing text)</i>
Industrial/Utilities	I-1, Light Industrial
	I-2, Heavy Industrial
	PID, Planned Industrial Development

SECTION THREE. Section 2-07, Zoning district designations, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach

Land Development Code is hereby amended to delete the I-2, Heavy Industrial Zoning District, as follows:

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

- (1) *Zoning affects all premises. (No change to existing text)*
- (2) *Interpretation of uses and structures permitted. (No change to existing text)*
- (3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*
- (4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*
- (5) *Reduction of lot area and width prohibited. (No change to existing text)*
- (6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

<i>Open Space/Conservation District (No change to existing text)</i>	
<i>Residential districts (No change to existing text)</i>	
<i>Business districts (No change to existing text)</i>	
<i>Industrial districts</i>	
	I-1, Light Industrial
	I-2, Heavy Industrial
<i>Planned development districts (No change to existing text)</i>	

SECTION FOUR. Section 2-33, I-2, Heavy Industrial Zoning District, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby repealed in its entirety and reserved for future use:

SECTION 2-33: ~~I-2, Reserved Heavy Industrial Zoning District~~

~~The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.~~

B. DIMENSIONAL STANDARDS

1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/ Corner	e. Waterbody
Nonresidential Uses	None	75'	80%	80%	One Acre	150	None	25'	20'; 50' if abutting residential district	10'; 30' if abutting residential district	15'	30'

C. PERMITTED USES	D. CONDITIONAL USES	E. SPECIAL EXCEPTION USES	F. OTHER STANDARDS
1. Business/Professional Offices 2. Business Services 3. Construction and Home Improvement 4. Industrial Uses, Light 5. Recycling Collection Center 6. Recycling Transfer Station 7. Vehicle Repair, Type A 8. Warehouse, Business 9. Warehouse, Storage	1. Asphalt Batching and Cement Plants 2. Bulk Oil Storage and Distribution Facility 3. Dry Cleaning Plant and Systems 4. Industrial Uses, Heavy 5. Outdoor Storage 6. Parks and Recreations Facilities, Public 7. Public Facilities 8. Public Utilities 9. Retail Sales and Service, Showroom 10. RV or Boat Storage 11. Solid Waste Transfer Station 12. Telecommunication Towers, Camouflaged 13. Terminal, Truck 14. Vehicle Repair, Type B 15. Warehouse, Indoor Mini Rental 16. Warehouse, Mini Rental 17. Wind Energy System	1. Telecommunication Tower 2. Outdoor Activity	All development must comply with the following requirements: 1. Wetlands (Chapter 3, article II). 2. Landscaping and buffering standards of chapter 3 article I shall apply. 3. See conditional and special exception regulations (chapter 2, article IV). 4. Any other special requirements pursuant to this Code.

~~**G. PERMITTED ACCESSORY USES:** Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.~~

SECTION FIVE. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended to remove the I-2, Heavy Industrial Zoning District, conditional uses as follows:

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

- (1) *Adult day care centers. (No change to existing text)*
- (2) *Adult family care home. (No change to existing text)*
- (3) *Agricultural use, major. (No change to existing text)*
- (4) *Agricultural use, minor. (No change to existing text)*
- ~~(5) *Asphalt Batching and Cement Plants. A landscape buffer design type 3 shall be provided within the required roadway buffer.*~~
- (6 5) *Assisted living facility (ALF). (No change to existing text)*
- (7 6) *Auction business. (No change to existing text)*
- (8 7) *Automatic amusement centers/game rooms. (No change to existing text)*
- (9 8) *Bars. (No change to existing text)*
- (10 9) *Bed and breakfast. (No change to existing text)*
- (11 10) *Bingo parlors. (No change to existing text)*
- (12 11) *Bowling centers. (No change to existing text)*
- ~~(13) *Bulk oil storage and fuel distribution facility.*~~
 - ~~a. *A landscape buffer design type 3 shall be provided within the required roadway buffer.*~~

~~b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.~~

~~c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.~~

(14 ~~12~~) Campground. (No change to existing text)

(15 ~~13~~) Cemetery. (No change to existing text)

(16 ~~14~~) Child care facility. (No change to existing text)

(17 ~~15~~) Clubs and fraternal organizations. (No change to existing text)

(18 ~~16~~) Cluster subdivisions, single-family. (No change to existing text)

(19 ~~17~~) Community residential home. (No change to existing text)

(20 ~~18~~) Convenience food store, type A. (No change to existing text)

(21 ~~19~~) Convenience food store, type B. (No change to existing text)

(22 ~~20~~) Convenience food store, type C. (No change to existing text)

(23 ~~21~~) Dry cleaning plants and systems. (No change to existing text)

(24 ~~22~~) Dwelling, multifamily. (No change to existing text)

(25 ~~23~~) Dwelling, quadraplex. (No change to existing text)

(24) Reserved.

(26 ~~25~~) Farmer's markets. (No change to existing text)

(27 ~~26~~) Flea markets. (No change to existing text)

(28 ~~27~~) Foster home. (No change to existing text)

(29 ~~28~~) Funeral homes. (No change to existing text)

(30 ~~29~~) Garden center/nursery. (No change to existing text)

(31 ~~30~~) Golf courses/country clubs. (No change to existing text)

(32 ~~31~~) Golf courses, contoured. (No change to existing text)

(33 ~~32~~) Greenhouses. (No change to existing text)

(34 ~~33~~) Group home. (No change to existing text)

(35 ~~34~~) Historic preservation mixed use. (No change to existing text)

(36 ~~35~~) Hobby breeder. (No change to existing text)

(37 36) *Hospital. (No change to existing text)*

(38 37) *Houses of worship. (No change to existing text)*

(39 38) *Hunting dog. (No change to existing text)*

(40 39) *Hunting lodge. (No change to existing text)*

(41 40) *Industrial uses, light. (No change to existing text)*

~~(42) *Industrial uses, heavy.*~~

- ~~a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.~~
- ~~b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.~~
- ~~c. Screening and buffering in excess of that required under chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~
- ~~d. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(43 41) *Instructional artistic activity. (No change to existing text)*

(44 42) *Kennels. (No change to existing text)*

(45 43) *Malted beverage producer. (No change to existing text)*

(46 44) *Manufactured home community (MAHC). (No change to existing text)*

(47 45) *Marinas and multislip docking facilities. (No change to existing text)*

(48 46) *Massage parlors. (No change to existing text)*

(49 47) *Mausoleums. (No change to existing text)*

(50 48) *Mining and excavation. (No change to existing text)*

(51 49) *Mobile home community (MOHC). (No change to existing text)*

(~~52~~ 50) Nightclubs. (No change to existing text)

(~~53~~ 51) Nonemergency medical transport services. (No change to existing text)

(~~54~~ 52) Nursing homes. (No change to existing text)

(~~55~~ 53) Outdoor activity. (No change to existing text)

(~~56~~ 54) Outdoor storage. (No change to existing text)

(~~57~~ 55) Parking lots. (No change to existing text)

(~~58~~ 56) Parking garage. (No change to existing text)

(~~59~~ 57) Parks and recreation facilities, private. (No change to existing text)

(~~60~~ 58) Parks and recreation facilities, public. (No change to existing text)

(~~61~~ 59) Patio home subdivisions, single-family. (No change to existing text)

(~~62~~ 60) Personal services. (No change to existing text)

(~~63~~ 61) Pawnshop. (No change to existing text)

(~~64~~ 62) Petroleum products storage. (No change to existing text)

(~~65~~ 63) Pool halls/billiards. (No change to existing text)

(~~66~~ 64) Public facilities/utilities. (No change to existing text)

(~~67~~ 65) Recreation facilities, indoor. (No change to existing text)

(~~68~~ 66) Recreation facilities, outdoor. (No change to existing text)

(~~69~~ 67) Recreational vehicles/boat storage. (No change to existing text)

(~~70~~ 68) Riding stables, horse. (No change to existing text)

(~~71~~ 69) Restaurant types. (No change to existing text)

(70) Reserved.

(~~72~~ 71) Retail sales and service. (No change to existing text)

(~~73~~ 72) Retail sales and service, daily needs. (No change to existing text)

(~~74~~ 73) Retail sales and service, showroom. (No change to existing text)

(~~75~~ 74) Schools, private. (No change to existing text)

(~~76~~ 75) Silviculture. (No change to existing text)

(~~77~~ 76) Shopping center. (No change to existing text)

~~(78 77)~~ *Skating centers. (No change to existing text)*

~~(79) Solid waste transfer station.~~

- ~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~
- ~~b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.~~
- ~~c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.~~
- ~~d. Screening and buffering in excess of that required under Chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

~~(80 78)~~ *Tattoo establishment. (No change to existing text)*

~~(81 79)~~ *Taxi barn. (No change to existing text)*

~~(82 80)~~ *Telecommunications towers and antennas. (No change to existing text)*

~~(83 81)~~ *Terminal, bus passenger. (No change to existing text)*

~~(84 82)~~ *Terminals, truck. (No change to existing text)*

~~(85 83)~~ *Theater. (No change to existing text)*

~~(86 84)~~ *Townhouses. (No change to existing text)*

~~(87 85)~~ *Vehicle rental. (No change to existing text)*

~~(88 86)~~ *Vehicle repair, types A and B. (No change to existing text)*

~~(89 87)~~ *Vehicle sales, including heavy. (No change to existing text)*

~~(90 88)~~ *Vehicle washing or detailing. (No change to existing text)*

~~(91 89)~~ *Veterinarian. (No change to existing text)*

~~(92 90)~~ *Virtual golf centers. (No change to existing text)*

~~(93 91)~~ *Warehouse, indoor mini-rental. (No change to existing text)*

~~(94 92)~~ *Warehouses, mini. (No change to existing text)*

~~(95 93)~~ *Water survival instruction. (No change to existing text)*

~~(96 94)~~ *Wind energy systems. (No change to existing text)*

~~(97~~ 95) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

~~(98~~ 96) *Zero lot line development. (No change to existing text)*

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. 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, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION EIGHT. This Ordinance shall take effect immediately upon its adoption.

[Remainder of page intentionally left blank]

PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

STAFF REPORT

City of Ormond Beach Department of Planning

MEETING DATE: November 9, 2023

SUBJECT: Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district

APPLICANT: Administrative

NUMBER: LDC 2024-001

PROJECT PLANNER: Steven Spraker, AICP, Planning Director

SECTION 1, INTRODUCTION:

This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. The deletion of the I-2, Heavy Industrial, zoning district proposes the following Land Development Code amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

SECTION 2, BACKGROUND: With the 2010 Comprehensive Plan Evaluation and Appraisal Report, Resolution 2009-209 and Ordinance 2010-31, there was a recognition that Ormond Beach would eventually need to create a Heavy Industrial land use similar to Volusia County along the area of Hull Road. It was identified that the area of Hull Road had a Volusia County zoning designation of I-2, Heavy Industrial with city utilities along Hull Road. A Land Development Code section was created adding an I-2 zoning district, Ordinance 2009-07, as a reserved section with no text included for a future zoning district.

A Volusia County site plan submittal occurred with the Lynch Oil project starting in 2018 that led Planning staff to draft an I-2, Heavy Industrial zoning district. The Lynch Oil project never moved forward and the Ormond Beach I-2, Heavy Industrial zoning district was not enacted.

On May 16, 2023, with Ordinance 2023-24, Halifax Paving at 860 Hull Road and 1399 Hull Trail was annexed into the City of Ormond Beach. The annexation was based upon the connection of utilities for a new office building. Based upon Volusia County staff comments regarding the Halifax Paving annexation, Ormond Beach also annexed a portion of Harmony Avenue on July 18, 2023 with Ordinance 2023-33. Based upon annexation, the process of assigning a similar land use and zoning was started.

A Comprehensive Plan land use map amendment was reviewed by the Planning Board for a "Heavy Industrial" land use amendment for the 52-acre Halifax Paving property on June 8, 2023, which was recommended for approval. The City Commission reviewed the Comprehensive Plan land use map amendment for the Halifax Paving property, Ordinance 2023-40, on first reading on July 18, 2023. After approval on first reading, the Ordinance was transmitted to Volusia County Growth Management Commission and state agencies. On August 24, 2023, Ormond Beach was notified of no objections to the adoption of the Comprehensive Plan land use map amendment from state agencies and the Volusia County Growth Management Commission. Ordinance 2023-40 has not been scheduled for second reading before the City Commission and will be allowed to expire.

In order to provide a compatible city zoning designation for the Halifax Paving property, an administrative request for a Land Development Code amendment for the creation of an Ormond Beach I-2, Heavy Industrial was proposed. The Planning Board reviewed the Land Development Code amendment on June 8, 2023 and recommended for approval. The Land Development Code amendment sought to provide similar uses to existing developed properties annexed into Ormond Beach as the Volusia County I-2, Heavy Industrial zoning district. The Land Development Code amendment did not amend the zoning designation of any individual parcel. The Ormond Beach I-2, Heavy Industrial Land Development Code required a separate Zoning Map Amendment to designate individual properties. The I-2, Heavy Industrial zoning district would only be applied to properties with existing developed property and approved Volusia County uses, annexed from Volusia County. On August 1, 2023, the City Commission adopted Ordinance 2023-41, that adopted the Ormond Beach I-2, Heavy Industrial zoning district (see ATTACHMENT 2).

At the August 15, 2023 City Commission meeting, there was concern expressed about the appropriateness of heavy industrial uses in the Volusia County and Ormond Beach I-2, Heavy Industrial zoning districts. At the August 15, 2023 City Commission meeting, three (3) motions were adopted:

1. For staff to compose a letter of objection on behalf of the Commission to the FDEP regarding the Air Construction Permit for Belvedere Terminals;
2. For staff to compose a letter of opposition on behalf of the Commission to the Volusia County Council and all Volusia County legislative delegates including the Governor and Congressman regarding the development of the facility; and
3. For staff to compose a letter on behalf of the Commission to Belvedere Terminals expressing their concerns regarding the intended use not being at an appropriate location.

At the September 6, 2023 City Commission meeting, the City Commission made the following motions:

1. Provide assistance to Volusia County, as the permitting agency with jurisdiction over the proposed fuel farm project, in its review and analysis of the project, including but not limited to an analysis of the issues and the harmful effects that will be created by the project;
2. Evaluate the effects that the proposed fuel farm will have on the implementation of the interlocal agreement between the city and the Volusia County School Board regarding the use of the city's recreational facilities at the airport sports complex by the school board, including the effects on the school board's ability to use the recreational facilities for football, baseball, softball, soccer and other school related activities, including the ability of emergency responders to respond to emergencies during school events;
3. Evaluate the effects that the proposed fuel farm will have on the city's municipal airport operations at the Ormond Beach sports complex, including the ability of emergency responders to respond to emergencies;
4. Evaluate the effects created by the fuel farm on the ability of residents access the Ormond Beach sports complex and the airport via Hull Road and Harmony Road;
5. Retain professional and legal consultants that are deemed necessary to evaluate the issues and negative impacts related to the fuel farm project, including but not limited to consultants related to environmental, traffic, wetland, environmental, fire suppression, emergency responders, airport operations, water, permits, administrative and other issues;
6. Take all reasonable and necessary action to protect the interests of the city in the application review and permitting process by the county;
7. Express to the county a desire to create an interlocal agreement establishing a joint planning and municipal service area pertaining to zoning and land uses for land in the unincorporated county where the common boundary of the city and county meet; and to prepare an interlocal agreement to address those concerns; and
8. City staff to bring back options regarding the I-2 zoning district - no properties to be zoned to the I-2 zoning district.

At the September 20, 2023 City Commission meeting, the City Commission made the following motions:

1. That the Commission had no intention or desire to provide utilities to the Belvedere property at 874 Hull Road; and
2. That the Commission was not interested in annexation of 874 Hull Road.

At the October 4, 2023 City Commission meeting, the City Commission provided direction to delete the Ormond Beach I-2, Heavy Industrial zoning district.

SECTION 3, LAND DEVELOPMENT CODE AMENDMENTS:

Itemized below (and detailed in Attachment 1) are the proposed amendments:

Chapter 1 – General Administration, Article III. – Definitions and Acronyms, Sec. 1-22. – Definition of terms and words:

The proposed amendments seek to delete the following definitions from the Land Development Code:

1. Asphalt Batching and Cement Plants.
2. Bulk oil storage and fuel distribution facility.
3. Industrial uses, heavy (modified title from existing definition of Industry, heavy).
4. Recreational vehicle or boat storage.
5. Recycling collection center.
6. Recycling transfer station.
7. Solid waste transfer station.

Chapter 2 – District and General Regulations, Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts

This amendment modifies Table 2-2 of the Land Development Code that provides a consistency matrix of the Future Land Use Map designation and compatible zoning district. Within the Industrial/Utilities Comprehensive Plan Future Land Use Map designation, the I-2 zoning district is deleted from the matrix.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Sec. 2-07. – Zoning district designations

Within the list of Industrial districts zoning classifications, the I-2 is deleted.

Chapter 2 – District and General Regulations, Article II. – District Regulations, Section 2-33. – I-2, Heavy Industrial zoning district

Section 2-33, I-2, Heavy Industrial zoning district is proposed to be deleted in its entirety.

Chapter 2 – District and General Regulations, Article IV. – Conditional and Special Exception Regulations, Section 2-57. – Criteria for review of specific conditional and special exception.

The proposed amendments seek to delete the following uses from the Land Development Code:

1. Asphalt Batching and Cement Plants
2. Bulk oil storage and fuel distribution facility
3. Industrial uses, heavy
4. Solid waste transfer station

The existing conditions for conditional and special exceptions were re-numbered based on the deletion of uses.

SECTION 4, ANALYSIS:

There are currently no properties within Ormond Beach designated with the Ormond Beach I-2, Heavy Industrial zoning district. The direction provided by the City Commission is that there are concerns with the appropriateness of uses allowed within the Volusia County I-2, Heavy Industrial zoning district that was the basis for the Ormond Beach I-2, Heavy Industrial zoning district. The proposed amendment would delete, in its entirety, the Land Development Code amendments approved by Ordinance 2023-41 (see ATTACHMENT 2).

City staff have discussed Ormond Beach zoning options with Halifax Paving and the concerns with the Ormond Beach I-2 zoning district. There was agreement to process Halifax Paving required zoning designation into Ormond Beach as a Planned Industrial Development. Seeking to provide Halifax Paving with a City I-1, Light Industrial zoning designation would not be similar to the existing Volusia County zoning uses. The following actions would be needed to be implemented to accomplish a Planned Industrial Development zoning designation for Halifax Paving:

1. Comprehensive Plan Land Use Map Amendment to “Industrial/Utilities”. The existing Comprehensive Plan Land Use Map Amendment, Ordinance 2023-40, to “Heavy Industrial” will not be acted upon and would expire.
2. Amend the framework of the Planned Industrial Development regulations to allow planned developments for individual industrial sites.
3. Zoning Map Amendment to Planned Industrial Development for the Halifax Paving site.

Until the above actions are completed, Halifax Paving would maintain its existing Volusia County “Industrial” land use and Volusia County I-2, Heavy Industrial zoning district. It is likely that the existing “Heavy Industrial” land use would be reviewed at the time of the city’s Evaluation and Appraisal Report to be determined if the land use should be deleted.

SECTION 5, CONCLUSION:

There are certain criteria that must be evaluated before adoption of an amendment according to the LDC, the Planning Board must consider the following criteria when making their recommendation.

- 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.**

No specific development is proposed. The intent of the proposed amendment is to delete the I-2 zoning district, including permitted, conditional, and special exception uses, delete definitions, and delete conditions for the conditional and special exception uses. There are no properties with the Ormond Beach I-2, Heavy Industrial zoning designation. The proposed amendment will not adversely affect public health, safety, welfare or quality of life and is proposed based on concerns of the potential heavy industrial uses.

2. The proposed development is consistent with the Comprehensive Plan.

The proposed Land Development Code amendment is consistent with the Comprehensive Plan. Staff has met with the existing property owner of Halifax Paving, the only property that could be impacted by the deletion of the I-2, Heavy Industrial zoning district to develop an alternative zoning option.

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 deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

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 deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

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 deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

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.

The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

7. The proposed development is functional in the use of space and aesthetically acceptable.

The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

8. The proposed development provides for the safety of occupants and visitors.

The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

9. The proposed use of materials and architectural features will not adversely impact the neighborhood and aesthetics of the area.

The proposed deletion of the I-2, Heavy Industrial zoning district does not approve any specific development and this criterion is not applicable.

10. The testimony provided at public hearings.

There has not been a public hearing at this time. The comments from the Planning Board meeting will be incorporated into the City Commission packet.

SECTION 6, RECOMMENDATION:

The proposed Land Development Code amendment is scheduled to be reviewed by the City Commission on December 5, 2023 (1st reading) and December 19, 2023 (2nd reading). It is recommended that the Planning Board **APPROVE** the Land Development Code amendments shown in Attachment 1 to delete the I-2, Heavy Industrial zoning district with the following amendments:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Attachment:

1. Proposed Land Development Code Amendments
2. Ordinance 2023-41, Ormond Beach I-2, Heavy Industrial zoning district

ATTACHMENT 1

Proposed Land Development Code Amendments

Deletion of I-2, Heavy Industrial zoning district

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

**Chapter 1 – General Administration, Article III. – Definitions and Acronyms,
Sec. 1-22. – Definition of terms and words.**

ASCE 24 (No change to existing text)

~~*Asphalt Batching and Cement Plants means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.*~~

Assisted living facility (No change to existing text)

Building setback line (No change to existing text)

~~*Bulk oil storage and fuel distribution facility means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.*~~

Bulkhead line (No change to existing text)

Industrial uses, light, (No change to existing text)

~~*Industrial uses, heavy, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code*~~

Industrial wastes (No change to existing text)

Recreational vehicle (RV) park (No change to existing text)

~~*Recreational vehicle or boat storage means a facility or land where the long term parking of recreational vehicles and/or boats is accommodated.*~~

~~Recycling collection center means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.~~

~~Recycling transfer station means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.~~

Remove or removal (No change to existing text)

Spray head (No change to existing text)

~~Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.~~

Stadium (No change to existing text)

Chapter 2 – District and General Regulations Article I. – Establishment of Zoning Districts and Official Zoning Map, Sec. 2-02. – Future land use map designations and zoning districts.

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	<i>(No change to existing text)</i>
Recreation Open Space And Conservation	<i>(No change to existing text)</i>
REA, Rural Estate/Agriculture	<i>(No change to existing text)</i>
RR, Rural Residential	<i>(No change to existing text)</i>
SLDR, Suburban Low Density Residential	<i>(No change to existing text)</i>
LDR, Low Density Residential	<i>(No change to existing text)</i>
MDR, Medium Density Residential	<i>(No change to existing text)</i>
HDR, High Density Residential	<i>(No change to existing text)</i>
ROR, Residential, Office, Retail	<i>(No change to existing text)</i>
General Commercial	<i>(No change to existing text)</i>
Tourist Commercial	<i>(No change to existing text)</i>
Low Intensity Commercial	<i>(No change to existing text)</i>
Heavy Intensity Commercial	<i>(No change to existing text)</i>
Industrial/Utilities	I-1, Light Industrial
	I-2, Heavy Industrial
	PID, Planned Industrial Development

**Chapter 2 – District and General Regulations, Article II. – District Regulations,
Sec. 2-07. – Zoning District designations.**

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

- (1) *Zoning affects all premises. (No change to existing text)*
- (2) *Interpretation of uses and structures permitted. (No change to existing text)*
- (3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*
- (4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*
- (5) *Reduction of lot area and width prohibited. (No change to existing text)*
- (6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

<i>Open Space/Conservation District (No change to existing text)</i>	
<i>Residential districts (No change to existing text)</i>	
<i>Business districts (No change to existing text)</i>	
<i>Industrial districts</i>	
	I-1, Light Industrial
	I-2, Heavy Industrial
<i>Planned development districts (No change to existing text)</i>	

SECTION 2-33: I-2, Reserved Heavy Industrial Zoning District

The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and service), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.

B. DIMENSIONAL STANDARDS

1. Type	2. Density	3. Maximum Building Height	4. Maximum Building Coverage	5. Maximum Impervious Lot Coverage	6. Minimum Lot Size	7. Minimum Lot Width	8. Minimum Lot Depth	9. Setbacks				
								a. Front	b. Rear	c. Side	d. Street Side/ Corner	e. Waterbody
Nonresidential Uses	None	75'	80%	80%	One Acre	150	None	25'	20'; 50' if abutting residential district	10'; 30' if abutting residential district	15'	30'

C. PERMITTED USES

1. Business/Professional Offices
2. Business Services
3. Construction and Home Improvement
4. Industrial Uses, Light
5. Recycling Collection Center
6. Recycling Transfer Station
7. Vehicle Repair, Type A
8. Warehouse, Business
9. Warehouse, Storage

D. CONDITIONAL USES

1. Asphalt Batching and Cement Plants
2. Bulk Oil Storage and Distribution Facility
3. Dry Cleaning Plant and Systems
4. Industrial Uses, Heavy
5. Outdoor Storage
6. Parks and Recreations Facilities, Public
7. Public Facilities
8. Public Utilities
9. Retail Sales and Service, Showroom
10. RV or Boat Storage
11. Solid Waste Transfer Station
12. Telecommunication Towers, Camouflaged
13. Terminal, Truck
14. Vehicle Repair, Type B
15. Warehouse, Indoor Mini-Rental
16. Warehouse, Mini-Rental
17. Wind Energy System

E. SPECIAL EXCEPTION USES

1. Telecommunication Tower
2. Outdoor Activity

F. OTHER STANDARDS

- All development must comply with the following requirements:
1. Wetlands (Chapter 3, article II).
 2. Landscaping and buffering standards of chapter 3 article I shall apply.
 3. See conditional and special exception regulations (chapter 2, article IV).
 4. Any other special requirements pursuant to this Code.

G. PERMITTED ACCESSORY USES

Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

Note: Underline is proposed text and ~~strikethrough~~ is proposed deleted text

Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception.

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

- (1) *Adult day care centers. (No change to existing text)*
- (2) *Adult family care home. (No change to existing text)*
- (3) *Agricultural use, major. (No change to existing text)*
- (4) *Agricultural use, minor. (No change to existing text)*
- ~~(5) *Asphalt Batching and Cement Plants.*~~
 - ~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~
- ~~(6)~~ 5 *Assisted living facility (ALF). (No change to existing text)*
- ~~(7)~~ 6 *Auction business. (No change to existing text)*
- ~~(8)~~ 7 *Automatic amusement centers/game rooms. (No change to existing text)*
- ~~(9)~~ 8 *Bars. (No change to existing text)*
- ~~(10)~~ 9 *Bed and breakfast. (No change to existing text)*
- ~~(11)~~ 10 *Bingo parlors. (No change to existing text)*
- ~~(12)~~ 11 *Bowling centers. (No change to existing text)*
- ~~(13) *Bulk oil storage and fuel distribution facility.*~~
 - ~~a. A landscape buffer design type 3 shall be provided within the required roadway buffer.~~
 - ~~b. Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.~~

e. ~~Bulk fuel storage shall not be closer than fifty feet (50') to any property line.~~

(14 12) Campground. (No change to existing text)

(15 13) Cemetery. (No change to existing text)

(16 14) Child care facility. (No change to existing text)

(17 15) Clubs and fraternal organizations. (No change to existing text)

(18 16) Cluster subdivisions, single-family. (No change to existing text)

(19 17) Community residential home. (No change to existing text)

(20 18) Convenience food store, type A. (No change to existing text)

(21 19) Convenience food store, type B. (No change to existing text)

(22 20) Convenience food store, type C. (No change to existing text)

(23 21) Dry cleaning plants and systems. (No change to existing text)

(24 22) Dwelling, multifamily. (No change to existing text)

(25 23) Dwelling, quadraplex. (No change to existing text)

(24) Reserved.

(26 25) Farmer's markets. (No change to existing text)

(27 26) Flea markets. (No change to existing text)

(28 27) Foster home. (No change to existing text)

(29 28) Funeral homes. (No change to existing text)

(30 29) Garden center/nursery. (No change to existing text)

(31 30) Golf courses/country clubs. (No change to existing text)

(32 31) Golf courses, contoured. (No change to existing text)

(33 32) Greenhouses. (No change to existing text)

(34 33) Group home. (No change to existing text)

(35 34) Historic preservation mixed use. (No change to existing text)

(36 35) Hobby breeder. (No change to existing text)

(37 36) Hospital. (No change to existing text)

(38 37) Houses of worship. (No change to existing text)

(39 38) Hunting dog. (No change to existing text)

(40 ~~39~~) *Hunting lodge. (No change to existing text)*

(41 ~~40~~) *Industrial uses, light. (No change to existing text)*

(42) ~~Industrial uses, heavy.~~

- a. ~~The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.~~
- b. ~~The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.~~
- c. ~~Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~
- d. ~~A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

(43 ~~41~~) *Instructional artistic activity. (No change to existing text)*

(44 ~~42~~) *Kennels. (No change to existing text)*

(45 ~~43~~) *Malted beverage producer. (No change to existing text)*

(46 ~~44~~) *Manufactured home community (MAHC). (No change to existing text)*

(47 ~~45~~) *Marinas and multislip docking facilities. (No change to existing text)*

(48 ~~46~~) *Massage parlors. (No change to existing text)*

(49 ~~47~~) *Mausoleums. (No change to existing text)*

(50 ~~48~~) *Mining and excavation. (No change to existing text)*

(51 ~~49~~) *Mobile home community (MOHC). (No change to existing text)*

(52 ~~50~~) *Nightclubs. (No change to existing text)*

(53 ~~51~~) *Nonemergency medical transport services. (No change to existing text)*

(54 ~~52~~) *Nursing homes. (No change to existing text)*

- (~~55~~ 53) Outdoor activity. (No change to existing text)
- (~~56~~ 54) Outdoor storage. (No change to existing text)
- (~~57~~ 55) Parking lots. (No change to existing text)
- (~~58~~ 56) Parking garage. (No change to existing text)
- (~~59~~ 57) Parks and recreation facilities, private. (No change to existing text)
- (~~60~~ 58) Parks and recreation facilities, public. (No change to existing text)
- (~~61~~ 59) Patio home subdivisions, single-family. (No change to existing text)
- (~~62~~ 60) Personal services. (No change to existing text)
- (~~63~~ 61) Pawnshop. (No change to existing text)
- (~~64~~ 62) Petroleum products storage. (No change to existing text)
- (~~65~~ 63) Pool halls/billiards. (No change to existing text)
- (~~66~~ 64) Public facilities/utilities. (No change to existing text)
- (~~67~~ 65) Recreation facilities, indoor. (No change to existing text)
- (~~68~~ 66) Recreation facilities, outdoor. (No change to existing text)
- (~~69~~ 67) Recreational vehicles/boat storage. (No change to existing text)
- (~~70~~ 68) Riding stables, horse. (No change to existing text)
- (~~71~~ 69) Restaurant types. (No change to existing text)
- (70) Reserved.
- (~~72~~ 71) Retail sales and service. (No change to existing text)
- (~~73~~ 72) Retail sales and service, daily needs. (No change to existing text)
- (~~74~~ 73) Retail sales and service, showroom. (No change to existing text)
- (~~75~~ 74) Schools, private. (No change to existing text)
- (~~76~~ 75) Silviculture. (No change to existing text)
- (~~77~~ 76) Shopping center. (No change to existing text)
- (~~78~~ 77) Skating centers. (No change to existing text)
- (~~79~~) Solid waste transfer station.
- a. ~~A landscape buffer design type 3 shall be provided within the required roadway buffer.~~

- ~~b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.~~
- ~~c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.~~
- ~~d. Screening and buffering in excess of that required under chapter 3, article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.~~

(80 78) *Tattoo establishment. (No change to existing text)*

(81 79) *Taxi barn. (No change to existing text)*

(82 80) *Telecommunications towers and antennas. (No change to existing text)*

(83 81) *Terminal, bus passenger. (No change to existing text)*

(84 82) *Terminals, truck. (No change to existing text)*

(85 83) *Theater. (No change to existing text)*

(86 84) *Townhouses. (No change to existing text)*

(87 85) *Vehicle rental. (No change to existing text)*

(88 86) *Vehicle repair, types A and B. (No change to existing text)*

(89 87) *Vehicle sales, including heavy. (No change to existing text)*

(90 88) *Vehicle washing or detailing. (No change to existing text)*

(91 89) *Veterinarian. (No change to existing text)*

(92 90) *Virtual golf centers. (No change to existing text)*

(93 91) *Warehouse, indoor mini-rental. (No change to existing text)*

(94 92) *Warehouses, mini. (No change to existing text)*

(95 93) *Water survival instruction. (No change to existing text)*

(96 94) *Wind energy systems. (No change to existing text)*

(97 95) *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(98 96) *Zero lot line development. (No change to existing text)*

ATTACHMENT 2

Ordinance 2023-41

I-2, Heavy Industrial zoning
district – proposed to be
deleted

ORDINANCE NO. 2023-41

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, RESERVED; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH *LAND DEVELOPMENT CODE*, BY CREATING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, PROVIDING USE DEFINITIONS, AND CREATING CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, this is a request to amend Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words; Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations; Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Reserved; and Chapter 2, District and General Regulations, Article IV, Conditional and Special

Exception Regulations, Section 2-57, Criteria for review of specific conditional and special exception, of the City of Ormond Beach *Land Development Code* to create the I-2, Heavy Industrial zoning district, by providing use definitions, and creating conditions for conditional and special exception uses, and

WHEREAS, the local planning agency, being the Planning Board of the City of Ormond Beach, has conducted a public hearing on June 8, 2023 on the requested amendments and has made recommendations thereon to the City Commission, and

WHEREAS, all applicable notice requirements of Section 166.041(3)(a), *Florida Statutes*, have been complied with, and

WHEREAS, the City Commission finds the amendments to be consistent with the provisions of the *Comprehensive Plan* of the City of Ormond Beach, and in the overall best interest of the public health, safety and welfare, now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. Section 1-22, Definitions of terms and words, of Article III, Definitions and Acronyms, of Chapter 1, General Administration, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the following definitions in the appropriate alphabetical order:

Asphalt Batching and Cement Plants means a manufacturing facility where equipment is used to combine various ingredients to form concrete or asphalt before it is sold, distributed and/or transported to a construction site ready to be poured. A concrete or asphalt batching plant can have a variety of manufacturing equipment, parts and accessories, including: mixers (either tilt

drum or horizontal or in some cases both), crushers, cement batchers, aggregate batchers, conveyors, radial stackers, aggregate bins, cement bins, heaters, chillers, cement silos, batch plant controls, and dust collectors.

Bulk oil storage and fuel distribution facility means petroleum products and propane gas bulk storage and distribution, including wholesale and retail sales and services of such products and equipment.

Industrial uses, heavy, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code

~~*Industry, heavy*, means a use engaged in the basic processing and manufacture of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Storage and manufacturing activities may be permissible outdoor activities subject to requirements of this Land Development Code.~~

Recreational vehicle or boat storage means a facility or land where the long-term parking of recreational vehicles and/or boats is accommodated.

Recycling collection center means a facility which is solely devoted to the collection and temporary storage of aluminum products, glass, plastic, newspapers and similar recyclable materials.

Recycling transfer station means a facility where materials from a recycling collection center are placed into larger vehicles/containers and temporarily stored prior to being transferred to a recycling manufacturer. This definition also includes a recovered materials facility.

Solid waste transfer station means a facility where solid waste from several vehicles is placed into a larger vehicle before being transferred to a solid waste processing or disposal facility.

SECTION TWO. Section 2-02, Future land use map designations and zoning districts, of Article I, Establishment of Zoning Districts and Official Zoning Map, of Chapter 2,

District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by adding the I-2, Heavy Industrial Zoning District to Table 2-2, as follows:

Sec. 2-02. - Future land use map designations and zoning districts.

This section references adopted Future Land Use Map (FLUM) designations (see table 2-2) contained in the city's Future Land Use Element of the Comprehensive Plan and identifies zoning districts which are hereby established in order to implement the FLUM designations, respectively.

Table 2-2. Future Land Use Map Designations and Compatible Zoning Districts

Comprehensive Plan Future Land Use Map Designation	Corresponding Compatible Zoning District
Activity Center	<i>(No change to existing text)</i>
Recreation Open Space And Conservation	<i>(No change to existing text)</i>
REA, Rural Estate/Agriculture	<i>(No change to existing text)</i>
RR, Rural Residential	<i>(No change to existing text)</i>
SLDR, Suburban Low Density Residential	<i>(No change to existing text)</i>
LDR, Low Density Residential	<i>(No change to existing text)</i>
MDR, Medium Density Residential	<i>(No change to existing text)</i>
HDR, High Density Residential	<i>(No change to existing text)</i>
ROR, Residential, Office, Retail	<i>(No change to existing text)</i>
General Commercial	<i>(No change to existing text)</i>
Tourist Commercial	<i>(No change to existing text)</i>
Low Intensity Commercial	<i>(No change to existing text)</i>
Heavy Intensity Commercial	<i>(No change to existing text)</i>
Industrial/Utilities	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
	PID, Planned Industrial Development

SECTION THREE. Section 2-07, Zoning district designations, of Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-07. - Zoning district designations.

These district regulations shall apply uniformly to all premises in the following manner:

- (1) *Zoning affects all premises. (No change to existing text)*
- (2) *Interpretation of uses and structures permitted. (No change to existing text)*
- (3) *Lot area, density, yard requirements, building coverage and building height. (No change to existing text)*
- (4) *Multiple use of required yard, buffers and open space prohibited. (No change to existing text)*
- (5) *Reduction of lot area and width prohibited. (No change to existing text)*
- (6) *Zoning district classifications.* Pursuant to article I of this chapter, the following zoning districts have been created and are designated by the following names and acronyms:

<i>Open Space/Conservation District (No change to existing text)</i>	
<i>Residential districts (No change to existing text)</i>	
<i>Business districts (No change to existing text)</i>	
<i>Industrial districts</i>	
	I-1, Light Industrial
	I-2, Reserved <u>Heavy Industrial</u>
<i>Planned development districts (No change to existing text)</i>	

SECTION FOUR. Article II, District Regulations, of Chapter 2, District and General Regulations, of the City of Ormond Beach *Land Development Code* is hereby amended by establishing a new section to be titled Section 2-33, I-2, Heavy Industrial Zoning District, as follows:

SECTION 2-33: I-2, ~~Reserved~~ Heavy Industrial Zoning District

The purpose of the I-2, Heavy Industrial Zoning District is to provide locations for intensive industrial uses, including heavy manufacturing (asphalt plants, concrete plants, paving operations, heavy equipment repair and servicing), outdoor storage, and fabrication, provided they meet the minimum performance standards in the Land Development Code.

B. DIMENSIONAL STANDARDS

<u>1.</u>	<u>2.</u>	<u>3.</u>	<u>4.</u>	<u>5.</u>	<u>6.</u>	<u>7.</u>	<u>8.</u>	<u>9.</u>	<u>Setbacks</u>				<u>Waterbody</u>
<u>Type</u>	<u>Density</u>	<u>Maximum Building Height</u>	<u>Maximum Building Coverage</u>	<u>Maximum Impervious Lot Coverage</u>	<u>Minimum Lot Size</u>	<u>Minimum Lot Width</u>	<u>Minimum Lot Depth</u>	<u>a.</u>	<u>b.</u>	<u>c.</u>	<u>d.</u>	<u>e.</u>	<u>Waterbody</u>
								<u>Front</u>	<u>Rear</u>	<u>Side</u>	<u>Street Side/Corner</u>		
<u>Nonresidential Uses</u>	<u>None</u>	<u>75'</u>	<u>80%</u>	<u>80%</u>	<u>One Acre</u>	<u>150</u>	<u>None</u>	<u>25'</u>	<u>20'; 50' if abutting residential district</u>	<u>10'; 30' if abutting residential district</u>	<u>15'</u>	<u>30'</u>	

<u>C. PERMITTED USES</u>	<u>D. CONDITIONAL USES</u>	<u>E. SPECIAL EXCEPTION USES</u>	<u>F. OTHER STANDARDS</u>
- Business/Professional Offices - Business Services - Construction and Home Improvement - Industrial Uses, Light - Recycling Collection Center - Recycling Transfer Station - Vehicle Repair, Type A - Warehouse, Business - Warehouse, Storage	- Asphalt Batching and Cement Plants - Bulk Oil Storage and Distribution Facility - Dry Cleaning Plant and Systems - Industrial Uses, Heavy - Outdoor Storage - Parks and Recreations Facilities, Public - Public Facilities - Public Utilities - Retail Sales and Service, Showroom - RV or Boat Storage - Solid Waste Transfer Station - Telecommunication Towers, Camouflaged - Terminal, Truck - Vehicle Repair, Type B - Warehouse, Indoor Mini-Rental - Warehouse, Mini-Rental - Wind Energy System	- Telecommunication Tower - Outdoor Activity	All development must comply with the following requirements: - Wetlands (Chapter 3, article II). - Landscaping and buffering standards of chapter 3 article I shall apply. - See conditional and special exception regulations (chapter 2, article IV). - Any other special requirements pursuant to this Code.

G. PERMITTED ACCESSORY USES: Accessory uses customarily associated with, dependent on and incidental to their permitted principle uses, provided that such uses conform to the regulations set forth in chapter 2, article III.

SECTION FIVE. Section 2-57, Criteria for review of specific conditional and special exception, of Article IV, Conditional and Special Exception Regulations, of Chapter 2, District and General Regulations of the City of Ormond Beach *Land Development Code* is hereby amended as follows:

Sec. 2-57. - Criteria for review of specific conditional and special exception.

In addition to demonstrating compliance with all general criteria included in chapter 2, article II of this Land Development Code, any applicant for a proposed conditional or special exception must submit plans that demonstrate compliance with the following specific criteria which shall apply within all districts. In considering whether to approve a conditional or special exception the city shall consider whether the respective application demonstrates such compliance.

- (1) *Adult day care centers. (No change to existing text)*
- (2) *Adult family care home. (No change to existing text)*
- (3) *Agricultural use, major. (No change to existing text)*
- (4) *Agricultural use, minor. (No change to existing text)*
- (5) *Asphalt Batching and Cement Plants. A landscape buffer design type 3 shall be provided within the required roadway buffer.*
- ~~(56)~~ *Assisted living facility (ALF). (No change to existing text)*
- ~~(67)~~ *Auction business. (No change to existing text)*
- ~~(78)~~ *Automatic amusement centers/game rooms. (No change to existing text)*
- ~~(89)~~ *Bars. (No change to existing text)*
- ~~(910)~~ *Bed and breakfast. (No change to existing text)*
- ~~(1011)~~ *Bingo parlors. (No change to existing text)*
- ~~(1112)~~ *Bowling centers. (No change to existing text)*
- (13) *Bulk oil storage and fuel distribution facility.*
 - a. *A landscape buffer design type 3 shall be provided within the required roadway buffer.*
 - b. *Provide screening and buffering from abutting residential areas. All outdoor uses and storage shall comply with the*

landscape buffer and wall/fencing requirements contained in chapter 3, article I of this Land Development Code.

c. Bulk fuel storage shall not be closer than fifty feet (50') to any property line.

- (~~12~~14) *Campground. (No change to existing text)*
- (~~13~~15) *Cemetery. (No change to existing text)*
- (~~14~~16) *Child care facility. (No change to existing text)*
- (~~15~~17) *Clubs and fraternal organizations. (No change to existing text)*
- (~~16~~18) *Cluster subdivisions, single-family. (No change to existing text)*
- (~~17~~19) *Community residential home. (No change to existing text)*
- (~~18~~20) *Convenience food store, type A. (No change to existing text)*
- (~~19~~21) *Convenience food store, type B. (No change to existing text)*
- (~~20~~22) *Convenience food store, type C. (No change to existing text)*
- (~~21~~23) *Dry cleaning plants and systems. (No change to existing text)*
- (~~22~~24) *Dwelling, multifamily. (No change to existing text)*
- (~~23~~25) *Dwelling, quadraplex. (No change to existing text)*
- (~~24~~) ~~—Reserved.~~
- (~~25~~26) *Farmer's markets. (No change to existing text)*
- (~~26~~27) *Flea markets. (No change to existing text)*
- (~~27~~28) *Foster home. (No change to existing text)*
- (~~28~~29) *Funeral homes. (No change to existing text)*
- (~~29~~30) *Garden center/nursery. (No change to existing text)*
- (~~30~~31) *Golf courses/country clubs. (No change to existing text)*
- (~~31~~32) *Golf courses, contoured. (No change to existing text)*
- (~~32~~33) *Greenhouses. (No change to existing text)*
- (~~33~~34) *Group home. (No change to existing text)*
- (~~34~~35) *Historic preservation mixed use. (No change to existing text)*
- (~~35~~36) *Hobby breeder. (No change to existing text)*
- (~~36~~37) *Hospital. (No change to existing text)*
- (~~37~~38) *Houses of worship. (No change to existing text)*

(3839) *Hunting dog. (No change to existing text)*

(3940) *Hunting lodge. (No change to existing text)*

(4041) *Industrial uses, light. (No change to existing text)*

(42) *Industrial uses, heavy.*

- a. The applicant shall submit a detailed written report outlining the activities of the heavy industrial use. The report should include hours of operation, a scaled map of outdoor activity and outdoor storage, any potential health and safety concerns, ingress and egress to the property, and any other applicable items the Site Plan Review Committee feels are needed to describe the use.
- b. The Site Plan Review Committee may limit the time of day during which the heavy industrial use may be operated and may make such further conditions as would protect the public health, safety, and welfare.
- c. Screening and buffering in excess of that required under chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.
- d. A landscape buffer design type 3 shall be provided within the required roadway buffer.

(4143) *Instructional artistic activity. (No change to existing text)*

(4244) *Kennels. (No change to existing text)*

(4345) *Malted beverage producer. (No change to existing text)*

(4446) *Manufactured home community (MAHC). (No change to existing text)*

(4547) *Marinas and multislip docking facilities. (No change to existing text)*

(4648) *Massage parlors. (No change to existing text)*

(4749) *Mausoleums. (No change to existing text)*

(4850) *Mining and excavation. (No change to existing text)*

(4951) *Mobile home community (MOHC). (No change to existing text)*

(5052) *Nightclubs. (No change to existing text)*

(5153) *Nonemergency medical transport services. (No change to existing text)*

~~(5254)~~ Nursing homes. (No change to existing text)
~~(5355)~~ Outdoor activity. (No change to existing text)
~~(5456)~~ Outdoor storage. (No change to existing text)
~~(5557)~~ Parking lots. (No change to existing text)
~~(5658)~~ Parking garage. (No change to existing text)
~~(5759)~~ Parks and recreation facilities, private. (No change to existing text)
~~(5860)~~ Parks and recreation facilities, public. (No change to existing text)
~~(5961)~~ Patio home subdivisions, single-family. (No change to existing text)
~~(6062)~~ Personal services. (No change to existing text)
~~(6163)~~ Pawnshop. (No change to existing text)
~~(6264)~~ Petroleum products storage. (No change to existing text)
~~(6365)~~ Pool halls/billiards. (No change to existing text)
~~(6466)~~ Public facilities/utilities. (No change to existing text)
~~(6567)~~ Recreation facilities, indoor. (No change to existing text)
~~(6668)~~ Recreation facilities, outdoor. (No change to existing text)
~~(6769)~~ Recreational vehicles/boat storage. (No change to existing text)
~~(6870)~~ Riding stables, horse. (No change to existing text)
~~(6971)~~ Restaurant types. (No change to existing text)
~~(70) —Reserved.~~
~~(7172)~~ Retail sales and service. (No change to existing text)
~~(7273)~~ Retail sales and service, daily needs. (No change to existing text)
~~(7374)~~ Retail sales and service, showroom. (No change to existing text)
~~(7475)~~ Schools, private. (No change to existing text)
~~(7576)~~ Silviculture. (No change to existing text)
~~(7677)~~ Shopping center. (No change to existing text)
~~(7778)~~ Skating centers. (No change to existing text)
(79) Solid waste transfer station.

- a. A landscape buffer design type 3 shall be provided within the required roadway buffer.
- b. The facility shall not be constructed or operated without being permitted by the Florida Department of Environmental Regulation and other applicable agencies.
- c. A fence or other effective barrier designed to prevent unauthorized entry and dumping into the transfer station shall be erected.
- d. Screening and buffering in excess of that required under Chapter 3, Article I of this Land Development Code may be required in order to minimize impact on nearby residential uses to the maximum extent feasible.

~~(7880)~~ *Tattoo establishment. (No change to existing text)*

~~(7981)~~ *Taxi barn. (No change to existing text)*

~~(8082)~~ *Telecommunications towers and antennas. (No change to existing text)*

~~(8183)~~ *Terminal, bus passenger. (No change to existing text)*

~~(8284)~~ *Terminals, truck. (No change to existing text)*

~~(8385)~~ *Theater. (No change to existing text)*

~~(8486)~~ *Townhouses. (No change to existing text)*

~~(8587)~~ *Vehicle rental. (No change to existing text)*

~~(8688)~~ *Vehicle repair, types A and B. (No change to existing text)*

~~(8789)~~ *Vehicle sales, including heavy. (No change to existing text)*

~~(8890)~~ *Vehicle washing or detailing. (No change to existing text)*

~~(8991)~~ *Veterinarian. (No change to existing text)*

~~(9092)~~ *Virtual golf centers. (No change to existing text)*

~~(9193)~~ *Warehouse, indoor mini-rental. (No change to existing text)*

~~(9294)~~ *Warehouses, mini. (No change to existing text)*

~~(9395)~~ *Water survival instruction. (No change to existing text)*

~~(9496)~~ *Wind energy systems. (No change to existing text)*

~~(9597)~~ *Wine, beer or liquor store in freestanding structure. (No change to existing text)*

(9698) Zero lot line development. (No change to existing text)

SECTION SIX. All Ordinances or parts of Ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SEVEN. 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, clause, phrase, sentence, paragraph, term or provision, of this Ordinance, and the remainder of this Ordinance shall remain in full force and effect.

SECTION EIGHT. This Ordinance shall take effect immediately upon its adoption.

PASSED UPON at the first reading of the City Commission, this 18th day of July, 2023.

PASSED UPON at the second and final reading of the City Commission, this 1st day of August, 2023.


BILL PARTINGTON
Mayor

ATTEST:


SUSAN CARROLL DAUDERIS
City Clerk



DRAFT

**Planning Board minutes
from
November 9, 2023**

ITEM:

LDC 2024-001

Deletion of the Ormond Beach I-2,
Heavy Industrial zoning district

V. APPROVAL OF MINUTES

September 14, 2023

Mr. Jorczak moved to approve the September 14, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

September 26, 2023

Mr. Jorczak moved to approve the September 26, 2023 Minutes. Ms. Shull seconded the motion. Vote was called, and the motion was approved (6-0).

Chairman Thomas asked Mr. Spraker if he had anything to cover in the Planning Director's Report and opened the public hearing.

VI. PLANNING DIRECTOR'S REPORT – No Report

VII. PUBLIC HEARINGS

A. LDC 2024-001, Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district

Mr. Steven Spraker, Planning Director, explained the administrative request to amend the Land Development Code (LDC) for the deletion of the I-2, Heavy Industrial zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district. Mr. Spraker reviewed the five components of the original amendment to be deleted:

1. Chapter 1, General Administration, Article III, Definitions and Acronyms, Section 1-22, Definitions of terms and words;
2. Chapter 2, District and General Regulations, Article I, Establishment of Zoning Districts and Official Zoning Map, Section 2-02, Future land use map designations and zoning districts;
3. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-07, Zoning district designations;
4. Chapter 2, District and General Regulations, Article II, District Regulations, Section 2-33, I-2, Heavy Industrial zoning district; and
5. Chapter 2, District and General Regulations, Article IV, Conditional and Special Exception Regulations, Section 2-57, Criteria for review of specific conditional and section exception.

Mr. Spraker explained that the proposed administrative LDC amendment is based on a City Commission directive based upon a belief that heavy industrial uses are not appropriate in the Hull Road area. He continued that there are no properties that are affected as there are no current properties within the Ormond Beach I-2 Heavy Industrial zoning district. There are properties within unincorporated Volusia County with the I-2 zoning district. The amendment only pertains to Ormond Beach and does

not have any impact to the Volusia County zoning. Mr. Spraker stated that there is one property, Halifax Paving, that was annexed into the City that is located in the Volusia County I-2 Heavy Industrial zoning district, and they will maintain their Volusia County I-2 Heavy Industrial zoning district until the City of Ormond Beach assigns them a zoning district. Mr. Spraker added that staff met with representatives from Halifax Paving and have coordinated a direction to go to a Planned Industrial Development (PID), which will go before the Planning Board and City Commission and is a zoning district where they can add the uses that they have historically done and are doing now but will not incorporate all of the potential I-2 zoning district. Mr. Spraker concluded that staff is recommending approval of the amendment. The City Commission dates are December 05, 2023 and December 19, 2023.

Chairman Thomas opened it up to the Board for questions.

Board Discussion and Questions

Mr. du Moulin inquired about a wind/energy farm. Mr. Spraker replied that it was part of the I-2 zoning district and that wind farms are allowed in every zoning district. The entire zoning district and all of the uses, even a warehouse use, is being deleted from the I-2 zoning district.

Audience Comments/Input

Celeste, a Bear Creek Village resident, stated that she is opposing the Belvedere Fuel Farm and hopes that this proposal will help the community to fight them. She concluded that she appreciates all that the Planning Board can do.

Ms. Patricia Franzem, Bear Creek Village Resident, commented that her and husband live a quarter of a mile away from 874 Hull Road and how by changing the zoning at 874 Hull Road, it will help thousands of people. Homeowners and businesses would feel financially secure and children, parents, and grandparents, will not be subject to breathing in toxic fumes 24 hours a day. Ms. Franzem added that emergency vehicles would continue to have easy access to the Ormond Sports Complex and Bear Creek. She concluded that it will help everyone to feel safe and asked for the Board to continue to do whatever they can to prevent the fuel farm from happening on Hull Road.

Ms. Robin Flannery, 46 Grizzly Bear Path, Bear Creek Village, stated that if the proposal is denied that she thinks that Bear Creek Village will be able to sue under Florida FAC Rule 62, 212400, for the Prevention of significant deterioration of air quality. Ms. Flannery commented that the pollution, not including air pollution, would increase by approximately a third. She concluded thanking the Board for the deletion of the I-2 zoning district.

Chairman Thomas opened it up to the Board for additional questions and entertained a motion.

Mr. Jorczak moved to approve LDC 2024-001, Land Development Code (LDC) Amendment – Deletion of the I-2, Heavy Industrial zoning district. Mr. Scudiero seconded the motion. Vote was called, and the motion was approved (6-0).

Mr. Jorczak commended the City Commission for their efforts in fixing the issue.

Mr. Scudiero remarked that he would like clarification given so that no one is misled.

Mr. Spraker elaborated that this is an LDC amendment and does not change the zoning of any piece of property as there are no pieces of property with the Ormond Beach I-2 zoning district. The property at 874 Hull Road is in unincorporated Volusia County and has a Volusia County zoning. Mr. Spraker explained that this action prevents heavy industrial uses from coming into the city whether from the County or otherwise. They would only come to the city if they were already built in the County and annexed into the City of Ormond Beach. He further emphasized the fact that the heavy industrial uses are not appropriate in that area based on the directive from the City Commission and does not change any individual zoning of any property.

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

Mr. Jorczak commented that it would be nice if there was a way for the city to look at better cell phone service for the Industrial Park. He explained that the issue has been going on for a long time. There were efforts early on to put in a tower in the proximity to the area that would assist in the matter, but has not transpired. Mr. Jorczak referenced micro-antennas and how they have been used in other places in the city and may be employable at the Industrial Park on the light posts. He encourages staff to research the matter. Mr. Jorczak stated that the Board discussed the topic approximately eight years ago and how there are segments of the city that still have issues with cell phone capability.

Mr. Jorczak added that he attended the utility department presentation that was held with the Citizens for Ormond Beach group, and is fascinated by the depth of understanding of what the city has gone through to try and alleviate the flood issues in certain parts of the city. He stated that the city has made remarkable progress in addressing the issue and spoke on the time, effort and money that has been, and is being spent, from a big section of the capital budget to alleviate and move the water.

Ms. Shull stated that she went to a Hunter's Ridge Homeowners' Association (HOA) meeting last month and the Flagler County Planning Director delivered a presentation on all of the development that is going in out on Airport Road from the roundabout to State Road 40. She added that the property is going to be built out with a city center, storage facility and pockets of neighborhoods, and commented on the traffic from it that will affect the City of Ormond Beach. Ms. Shull asked Mr. Spraker if Flagler County reached out to the City of Ormond Beach to discuss plans and asked if the city is prepared. Mr. Spraker replied that the area is known as the Flagler County Hunter's Ridge Development of Regional Impact (DRI) and has been ongoing since 1991. He added that there will be approximately 2,400 homes and 600,000 square feet of non-residential uses, with traffic studies that have been performed for it. They have done traffic mitigation and pay Volusia County traffic impact fees and have gone through the review process. Mr. Spraker continued that the City is the utility



Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title:

2023-XX

AN ORDINANCE AMENDING CHAPTER 1, GENERAL ADMINISTRATION, ARTICLE III, DEFINITIONS AND ACRONYMS, SECTION 1-22, DEFINITIONS OF TERMS AND WORDS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, SECTION 2-02, FUTURE LAND USE MAP DESIGNATIONS AND ZONING DISTRICTS; CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-07, ZONING DISTRICT DESIGNATIONS; DELETING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE II, DISTRICT REGULATIONS, SECTION 2-33, I-2, HEAVY INDUSTRIAL; AMENDING CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, ARTICLE IV, CONDITIONAL AND SPECIAL EXCEPTION REGULATIONS, SECTION 2-57, CRITERIA FOR REVIEW OF SPECIFIC CONDITIONAL AND SPECIAL EXCEPTION; OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT CODE, BY DELETING THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT, DELETING CERTAIN DEFINITIONS AND CONDITIONS FOR CONDITIONAL AND SPECIAL EXCEPTION USES RELATED TO THE I-2, HEAVY INDUSTRIAL ZONING DISTRICT; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

- b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
- c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
- d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is an administrative request for the deletion of the I-2, Heavy Industrial, zoning district, deleting use definitions and conditions for conditional and special exception uses within the I-2 zoning district.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There are no charges or fees proposed.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There are no new fees proposed.

3. A good faith estimates of the number of businesses likely to be impacted by the ordinance.

None. There are no properties that have the Ormond Beach I-2, Heavy Industrial zoning district. There is one property that could have been zoned Ormond Beach I-2, Heavy Industrial and city staff have met with them and developed a zoning designation for their property.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 8.B

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-57
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Annexation, Benton Street Parcels		
Summary:	This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 2.66 acres along Benton Street (Volusia Co. parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022). As part of the annexation, two unnamed rights-of-way totaling approximately 0.28 acres are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing City land use of "Medium Density Residential" and "Low Intensity Commercial" and a City zoning designation of R-4, Single-Family Cluster & Townhome and B-7, Tourist Commercial. The subject property is within the North U.S. Highway 1 ISBA. The property owner has presented a concept plan to the Site Plan Review Committee (SPRC) for a hotel development. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to: • Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments; • Reduce intergovernmental conflicts and litigation between local governments; • Promotes sensible boundaries that reduce the costs of local governments, • Avoid duplicating local services, • Increase political transparency and accountability; and • Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services. The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27. Volusia County Council adopted the ISBA on August 21, 2014 by Volusia Co. Ordinance No. 2014-12.		

	Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation that limits density to 8 units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the City zoning designations for properties within the ISBA and was approved on April 7, 2015. The proposed land area is contiguous to the City on the southern and western property boundaries. In addition, the property is within the ISBA which allows annexation whether or not the property was contiguous to City boundaries. There is an existing force main and water line along Plantation Oaks Boulevard to serve the property.
Financial Impact:	The property is within the ISBA area and there are no financial impacts associated.
Citizen Impact:	There is no citizen impact anticipated with this annexation because the property is already within the ISBA with City land use and zoning. Future development would undergo a site plan process with review by the SPRC.
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended the City Commission approve the annexation of 2.66 acres along Benton Street (Volusia Co. parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022) and two unnamed rights-of-way totaling approximately 0.28 acres based on the following: 1. Property is within the ISBA area; 2. Property is located in unincorporated Volusia County and is not being served with utilities from another jurisdiction, is compact, and City of Ormond Beach is the utilities provider for this area; 3. There is adequate city infrastructure to serve the subject property; 4. Annexation of the property is a voluntary annexation under the authority of Section 171.044, Florida Statutes; and 5. Property is contiguous to the City limits along the south and west property boundaries.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 23-57 Annexation, Benton Street Parcels (P23-0222G) 2. Exhibit A, Sketch and Legal 3. Exhibit B, Annexation Application- Owner 4. Benton Street Parcels maps 5. Ordinance Business Impact Estimate 10-01-23 OB Form - Benton Street Parcels Annexation

Approval:	Kelly McGuire, Finance Director	11/15/2023
	Claire Whitley, Assistant City Manager	11/15/2023
	Joyce Shanahan, City Manager	11/15/2023

ORDINANCE NO. 2023-57

AN ORDINANCE ANNEXING THREE PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET (VOLUSIA COUNTY PARCEL NUMBERS: 3136-01-34-0140, 3136-01-34-0220, AND 3136-01-01-0022); AND ANNEXING TWO UNNAMED RIGHT-OF-WAYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC, a Florida Limited Liability Company (“Property Owners”) are the owners of three parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, there are two unnamed alley right-of-ways that require annexation that are located in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Right-of-Ways”); and

WHEREAS, the Property to be annexed consists of approximately 2.66 acres (Parcel ID Nos: 3136-01-34-0140, 3136-01-34-0220, and 3136-01-01-0022) and is located along Benton Street, Ormond Beach, Florida; and

WHEREAS, the Right-of-Ways to be annexed consist of approximately 0.28 acres;
and

WHEREAS, the Property Owners have voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request is attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City's *Comprehensive Land Use Plan* provides that the provision of utility service to property in the unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City's boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991); and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Property and Right-of-Ways; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit "B" bears the signature of the owners of the Property to be annexed at the time the petition was submitted to the City;

- (b) RCM Properties, LLC, a Florida Limited Liability Company, and Ridge Land Holdings, LLC, a Florida Limited Liability Company, are the owners of the Property listed in Exhibit "A" attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);
- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the Property;
- (e) The annexation contains Right-of-Ways that are required to be annexed as a part of the annexation of the Property;
- (f) The annexation of the Property and Right-of-Ways complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and
- (g) The Property and Right-of-Ways are reasonably compact and do not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property and Right-of-Ways described and depicted in Exhibit "A" are hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property and Right-of-Ways.

SECTION THREE. Upon the effective date of the annexation of the Property and Right-of-Ways, and except as may be otherwise provided by law, the Property and Right-of-Ways

shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property and Right-of-Ways.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th
day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVERSE PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 259, PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

OFFICIAL RECORDS BOOK #265, PAGE 2179, V.C.R.

LOTS 22, 21 AND 24, BLOCK 34, BEVERLY PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUNTA COUNTY, FLORIDA.

OFFICIAL RECORDS BOOK 8165, PAGE 2179, V.C.B.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

PARCEL 1 (ONE) ONLY

PARCEL 2 (TWO) ONLY

PARCEL 2 (TWO) ONLY

PARCEL 3 (THREE) ONLY

PARCEL 3 (THREE) ONLY

U.S. INDUSTRY AND LABOR

U.S. INDUSTRY AND LABOR

LOTS 25 THROUGH 27, BLOCK 14, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREON AS RECORDED IN MAP BOOK 16, PAGES 250 THROUGH 251, PUBLIC RECORDS OF VOLUNSA COUNTY, FLORIDA, BEING MORE PARTICULARLY DISCLOSED AS FOLLOWS:

LEAD CATERPILLAR'S FOLDING SCOUTS, FLOORBOARDS WITH GUARDS, SAFETY OF EYES FOR WHEEL & AIR RAILS.
MORE OR LESS.

SECTION OF BIOLOGICAL, NATURAL, AND ENVIRONMENTAL SCIENCES, AS RECORDED BY THE BUREAU OF LAND MANAGEMENT, PAGE 29, OF THE PUBLIC RECORDS OF VOLusia COUNTY, FLORIDA

[illegible]

1. BUILDING STRUCTURE ASSUMED (8'40" X 2'04" E) ALONG THE EAST LINE OF LOT 21, BLOCK 34, FOR ANGLE MEASUREMENT ONLY.

- [illegible]

[illegible][illegible]

To:

Professional Surveyor
Phone: 386.679.2463

SAIA
SURVEYING, INC.
Residential • Commercial • Construction

ENLARGED LEGAL DESCRIPTIONS**LEGAL DESCRIPTION:**

OFFICIAL RECORDS BOOK 8158, PAGE 879, V.C.R.

PART OF LOTS 14 THROUGH 16, AND ALL OF LOTS 17 THROUGH 21, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, AS RECORDED IN MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 21, SAID BLOCK 34, BEING ALSO THE INTERSECTION OF THE SOUTHEASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED ROADWAY, WITH THE SOUTHWESTERLY LINE OF AN UNNAMED 15 FOOT ALLEY, RUN THENCE S49 DEGREES 45'19"E ALONG SAID ALLEY FOR A DISTANCE OF 356.03 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY AND TO THE RIGHT ALONG SAID CURVE HAVING A RADIUS OF 663.96 FEET, A CENTRAL ANGLE OF 13 DEGREES 16'24", A CHORD BEARING S28 DEGREES 25'17"W, FOR AN ARC DISTANCE OF 153.81 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 16 AND THE NORTHEASTERLY LINE OF ATLANTIC ROAD, A 60 FOOT RIGHT-OF-WAY; THENCE N49 DEGREES 46'19"W ALONG SAID NORTHEASTERLY LINE OF ATLANTIC ROAD FOR A DISTANCE OF 387.51 FEET TO THE SOUTHEASTERLY LINE OF BENTON STREET AFORESAID; THENCE N40°18'16"E ALONG SAID SOUTHEASTERLY LINE OF BENTON STREET AFORESAID FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LANDLYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 57,701 SQUARE FEET OR 1.33 ACRES MORE OR LESS.

LEGAL DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

SURVEY DESCRIPTION:

OFFICIAL RECORDS BOOK 8265, PAGE 2179, V.C.R.

LOTS 22, 23 AND 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARITY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 24, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA THENCE NORTH 87 DEGREES 54 MINUTES 07 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 24, A DISTANCE OF 150.55 FEET TO THE NORTHEAST CORNER OF SAID LOT 24 LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF A 15.00 FOOT WIDE UN-NAMED ALLEY; THENCE SOUTH 02 DEGREES 03 MINUTES 18 SECONDS EAST ALONG THE SAID WESTERLY LINE OF ALLEY, A DISTANCE OF 292.89 FEET TO THE SOUTHEASTERLY CORNER OF LOT 22 OF SAID BLOCK 34 LYING AT THE INTERSECTION OF SAID WESTERLY 15.00 FOOT ALLEY AND THE NORTHEASTERLY RIGHT-OF-WAY OF A 15.00 FOOT UN-NAMED ALLEY; THENCE ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE NORTH 49 DEGREES 46 MINUTES 16 SECONDS WEST, A DISTANCE OF 260.02 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF BENTON STREET; THENCE NORTH 40 DEGREES 09 MINUTES 49 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF BENTON STREET, A DISTANCE OF 62.45 FEET; THENCE NORTH 02 DEGREE 07 MINUTES 45 SECONDS WEST ALONG THE SAID RIGHT-OF-WAY OF BENTON STREET, A DISTANCE OF 71.56 FEET TO THE BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 35,428 FEET OR 0.813 ACRES MORE OR LESS.

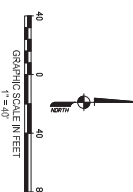
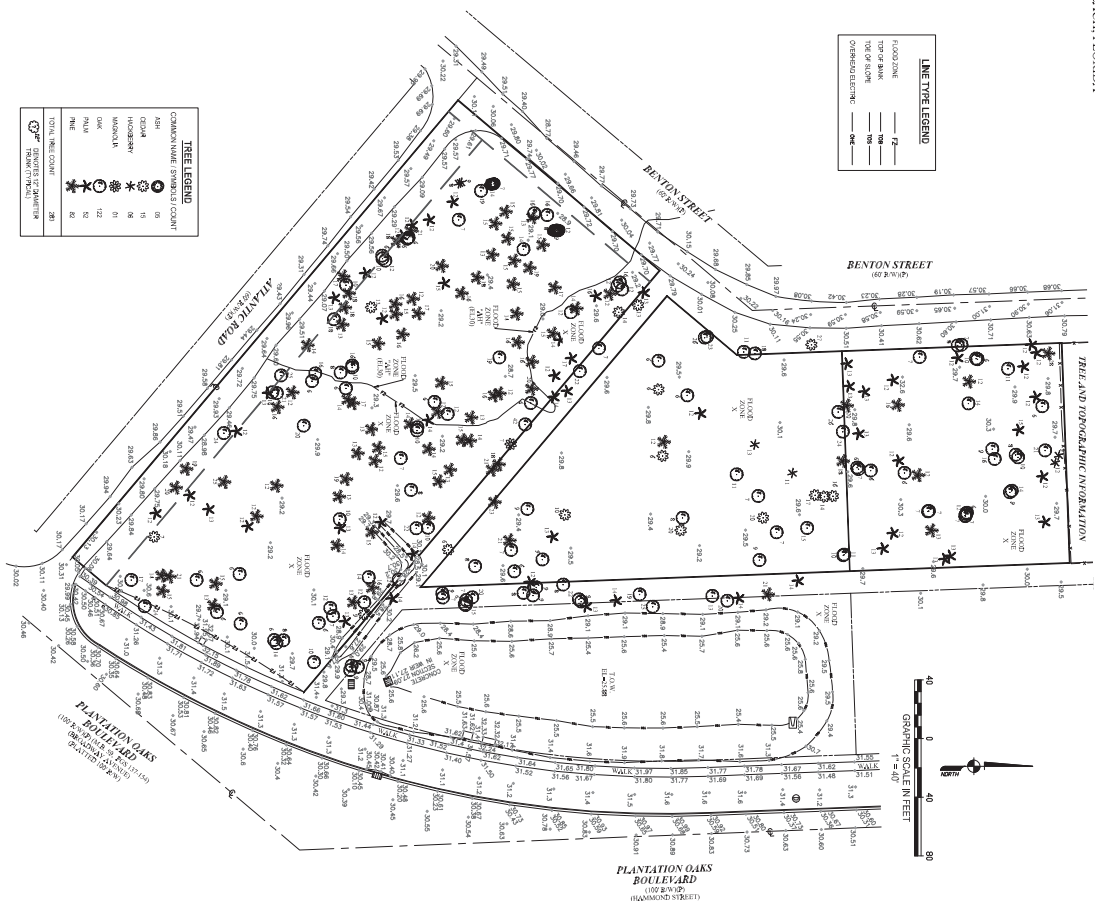
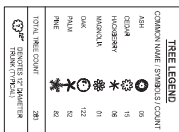
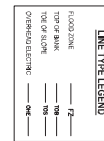
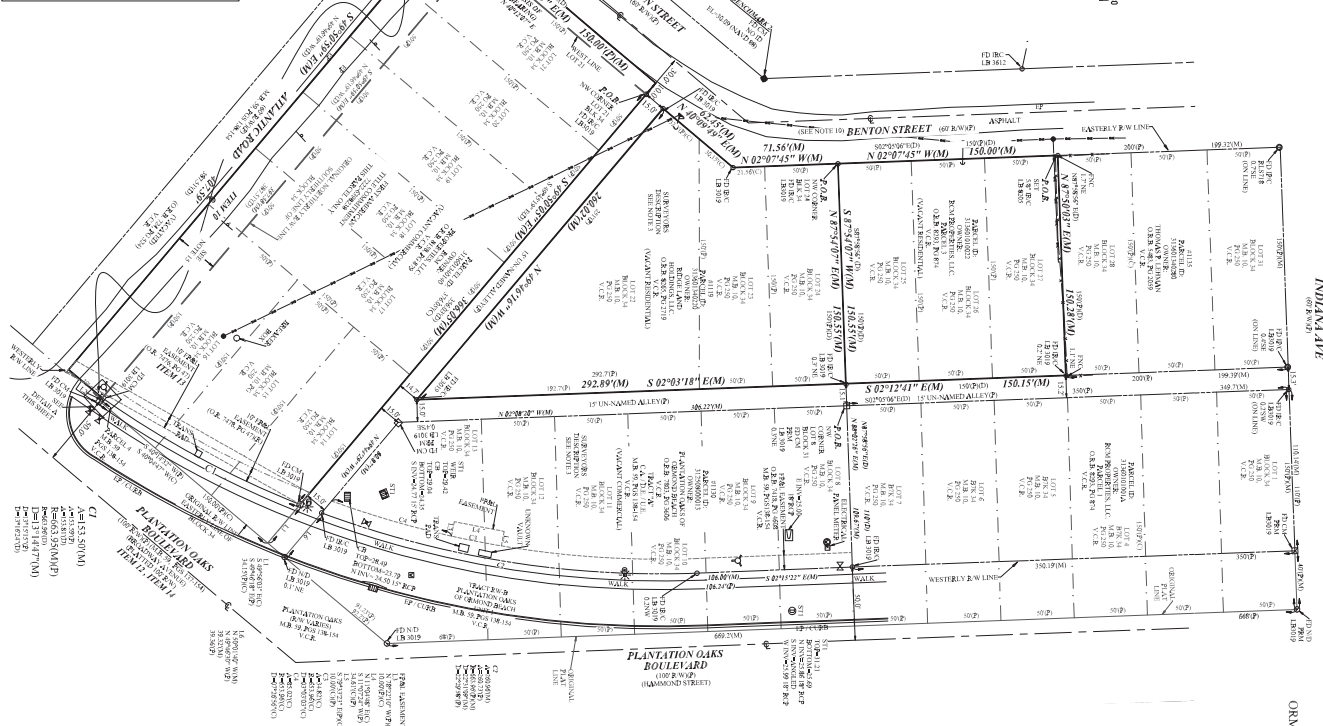
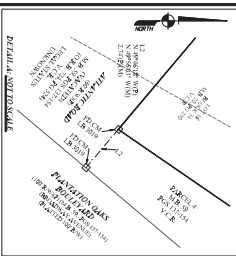
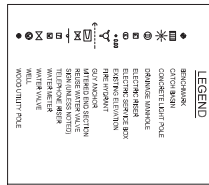
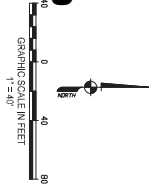
ENLARGED LEGAL DESCRIPTIONS***LEGAL DESCRIPTION:***

OFFICIAL RECORDS BOOK 8293, PAGE 874, V.C.R., PARCEL 3

LOTS 25 THROUGH 27, BLOCK 34, REVISED PLAT OF NATIONAL GARDENS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN MAP BOOK 10, PAGES 250 THROUGH 253, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 27, BLOCK 34, SAID POINT BEING ON THE EASTERLY LINE OF BENTON STREET, A 60 FOOT PARTIALLY OPENED RIGHT OF WAY, RUN THENCE NORTH 87 DEGREES 58'56" EAST ALONG THE NORTHERLY LINE OF LOT 27 FOR A DISTANCE OF 150.00 FEET TO THE WESTERLY LINE OF A 15 FOOT UNNAMED ALLEY; THENCE SOUTH 02 DEGREES 05'06" EAST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 150.00 FEET TO THE SOUTHEAST CORNER OF LOT 25; THENCE SOUTH 87 DEGREES 58'56" WEST ALONG THE SOUTHERLY LINE OF LOT 25 FOR A DISTANCE OF 150.00 FEET TO THE SOUTHWEST CORNER THEREOF AND THE EASTERLY LINE OF BENTON STREET AFORESAID; THENCE NORTH 02 DEGREES 05'06" WEST ALONG SAID EASTERLY LINE OF BENTON STREET FOR A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

LAND LYING IN VOLUSIA COUNTY, FLORIDA CONTAINS 22,513 FEET OR 0.517 ACRES MORE OR LESS.



INDIANA AVE
(67 R 30.27)

15.3' 110.14' (ND) 110' (P) 40.2' (ND) 130.09' (ND) 79.4'

BENTON STREET
ORMOND BEACH, FLORIDA

SHEET 2 OF 2

Professional Surveyor
 Broomfield 306.670.7363

ALTA
SURVEYING, INC.
 Real estate • Geomatics • Construction

SURVEY IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 1 OF 1

CERTIFIED TO:		TYPE OF SERVICE: Emergency, Fire and/orographic REVISIONS: Revised per City Comments - 08/07/23 BR Revised per City Comments - 09/16/23 BR Added Title Conventions - 09/16/23 BR
FIELD WORK BY: TR Date: 08/09/23 OFFICE WORK BY: BR Date: 08/09/23		
FIELD BOOK: 36 Page: 9 Status: A-09		
SITE ADDRESS:	PROJECT:	
Hudson Street	Boston Street	21-48
Oxford Street, Portland		

15.00' ALLEY
VACATION

EXHIBIT "A"
Page 5 of 6

LEGAL DESCRIPTION:

PORTION OF BLOCK 34, NATIONAL GARDENS REVISED, AS RECORDED IN MAP BOOK 10, PAGE 250, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWESTERLY CORNER LOT 21, BLOCK 34, NATIONAL GARDENS REVISED, MAP BOOK 10, PAGE 250, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY FOR BENTON STREET, A 60 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE NORTH 40 DEGREES 11 MINUTES 21 SECONDS EAST, A DISTANCE OF 15.00 TO THE SOUTHWEST CORNER OF LOT 22, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND ALONG THE SOUTHERLY LINE OF SAID LOT 22, SOUTH 49 DEGREES 46 MINUTES 16 SECONDS EAST, A DISTANCE OF 260.04 TO THE SOUTHWEST CORNER OF SAID LOT 22, BLOCK 34; THENCE NORTH 02 DEGREES 08 MINUTES 22 SECONDS WEST, A DISTANCE OF 442.89 FEET TO THE NORTHEASTERLY CORNER OF LOT 24, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID CORNER OF LOT 24, BLOCK 34 AND OVER AND ACROSS A UN-OPEN 15.00 ALLEY AS SHOWN ON SAID NATIONAL GARDENS REVISED NORTH 87 DEGREES 53 MINUTES 23 SECONDS EAST, A DISTANCE OF 15.19 FEET (DEED 15.00) TO THE NORTHWESTERLY CORNER OF LOT 8, BLOCK 34; THENCE SOUTH 02 DEGREES 06 MINUTES 53 SECONDS EAST, A DISTANCE OF 456.14 FEET TO THE SOUTHWESTERLY CORNER OF LOT 13, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 13, BLOCK 34 ALSO BEING A POINT ON THE UN-OPEN 15.00 FOOT ALLEY WAY; THENCE ALONG THE SOUTH LINE OF SAID LOT 13, BLOCK 34 THENCE SOUTH 49 DEGREES 44 MINUTES 29 SECONDS EAST, A DISTANCE OF 80.87 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF PLANTATION OAKS BOULEVARD, A 100 FOOT WIDE RIGHT-OF-WAY AS NOW LAID OUT ALSO BEING A POINT ON A CURVE; THENCE ALONG SAID CURVE HAVING A DELTA OF 01 DEGREE 15 MINUTES 38 SECONDS, A RADIUS OF 715.23 FEET; THENCE ALONG SAID CURVE OF RIGHT-OF-WAY, A DISTANCE OF 15.74 FEET TO THE NORTHEAST CORNER OF LOT 14, BLOCK 34 OF SAID NATIONAL GARDENS REVISED; THENCE DEPARTING SAID RIGHT-OF-WAY AND ALONG THE NORTHERLY LOT LINE OF LOT 14 NORTH 49 DEGREES 50 MINUTES 05 SECONDS WEST, A DISTANCE OF 366.05 FEET TO THE NORTHEAST CORNER OF LOT 21, BLOCK 34 OF SAID NATIONAL GARDENS REVISED AND THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 12,192 SQUARE FEET OR 0.279 ACRES MORE OR LESS.

GENERAL NOTES:

1. BEARING STRUCTURE ASSUMED (N 40°11'21" E) ALONG THE EASTERLY LINE OF BENTON STREET. FOR ANGLE MEASUREMENT ONLY.
2. LEGAL DESCRIPTION NEW PER A1A SURVEYING, INC.

LEGEND:

FL	FLORIDA
LB	LICENSED BUSINESS
LC	LICENSED CORPORATION
LLC	LIMITED LIABILITY COMPANY
LS	LICENSED SURVEYOR
NO.	NUMBER
OWB	OFFICE WORK BY
M.B.	MAP BOOK
PG.	PAGE
R/W	RIGHT-OF-WAY
V.C.R.	VOLUSIA COUNTY RECORDS
CL	CENTERLINE

SHEET 1 OF 2

THE FOREGOING SKETCH IS CERTIFIED TO MEET THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS AS PER CHAPTER 5-J, FLORIDA ADMINISTRATIVE CODE, AS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.


LS # 6378
07/03/2023
David McMillen
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

OWB: BR

DATE:
07/03/2023

MAP SUBJECT:
BENTON
STREET

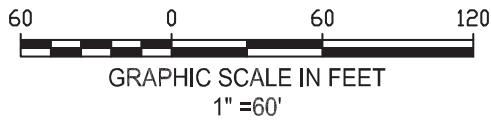
SCALE:
1" = 60'

TYPE OF SURVEY:

SKETCH
AND
DESCRIPTION

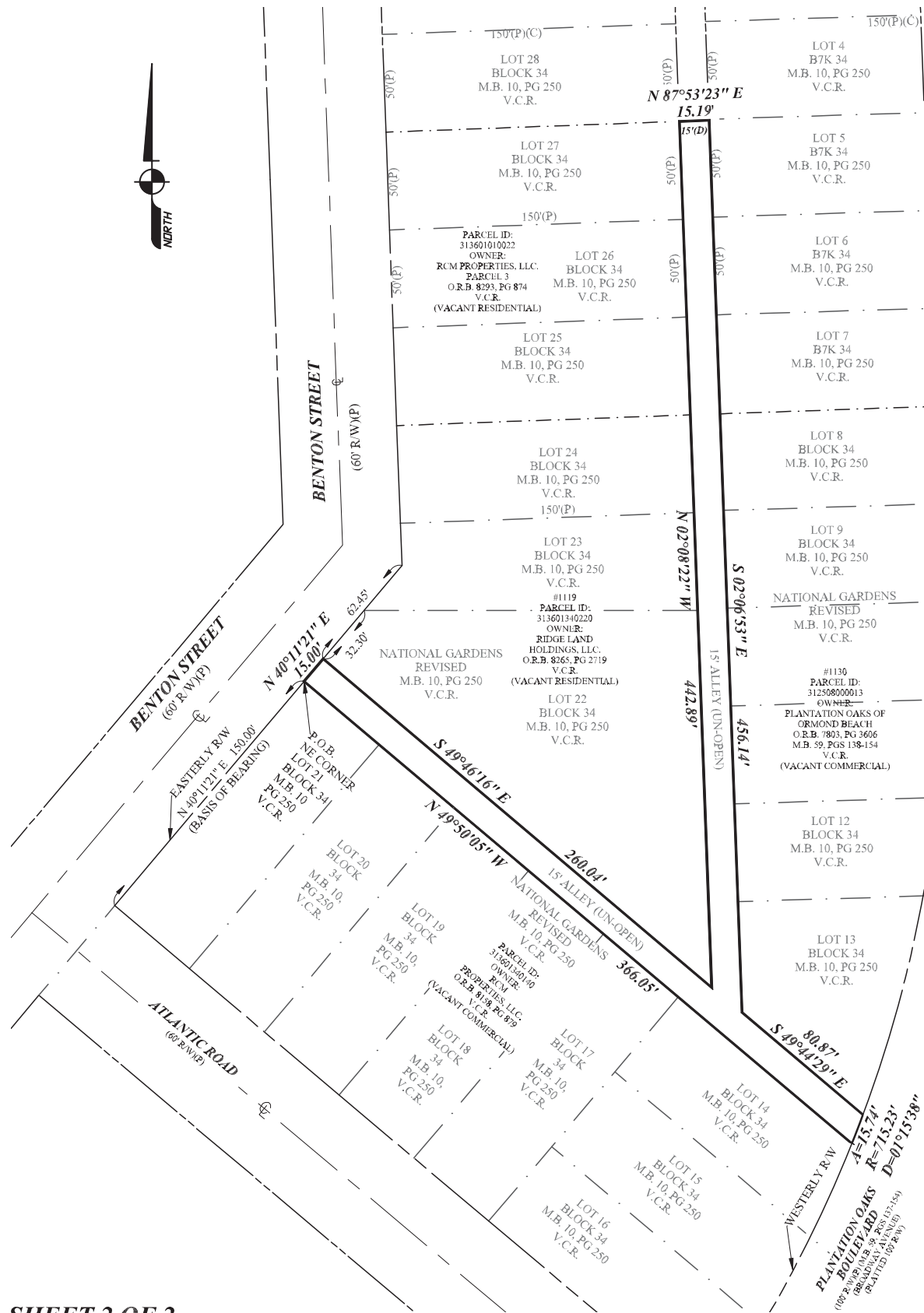

Professional Surveyor
Phone: 386.673.2636
711 Pineland Trail, Ormond Beach, Florida 32174


SURVEYING, INC.
Residential Commercial Construction
LB 8205



15.00' ALLEY VACATION

EXHIBIT "A"
Page 6 of 6



SHEET 2 OF 2

SURVEY IS NOT VALID WITHOUT
SHEETS 1 THROUGH 2 TOGETHER
SEE SHEET 1 OF 1
FOR SURVEYOR'S SIGNATURE

OWB: BR
DATE:
07/03/2023
MAP SUBJECT:
BENTON
STREET
SCALE:
1" = 60'

TYPE OF SURVEY:

SKETCH
AND
DESCRIPTION


Professional Surveyor
Phone: 386.673.2636
711 Pineland Trail, Ormond Beach, Florida 32174

SALA
SURVEYING, INC.
Residential Commercial Construction
LB 8205

**CITY OF ORMOND BEACH**

Planning Department

22 South Beach Street, Ormond Beach, FL 32174

Tel: (386) 676-3238

www.ormondbeach.org

comdev@ormondbeach.org

EXHIBIT "B"**Page 1 of 3**

v3-2013

PETITION/CONSENT FOR ANNEXATION*For Planning Department Use*

Application Number

Date Submitted

APPLICANT INFORMATIONThis application is being submitted by: ☐ Property Owner ☒ Agent on behalf of Property Owner*Name Full Address Telephone Email

* If this application is being submitted by a person other than the property owner, please provide the following Property Owner Information as well as a notarized letter designating you as agent.

PROPERTY OWNER INFORMATION**Name Full Address Telephone Email

** If the property owner does not reside on the property for which the application refers, please provide the following details.

PROPERTY DETAILS***Full Address Parcel ID Number Subdivision Legal Description Total Acreage Present Use of Property Number of Residents On Site (if applicable)

PROPERTY DETAILS (continued)

Existing Structures
Located On Site

N/A

County Future Land Use
Designation

COMMERCIAL; UMI

Assessed Property Value

\$23,250 ; \$16,528 ; \$109,319

Taxable Value

\$23,250 ; \$16,528 ; \$110,424

***Proof of property ownership must be included with this Petition/Consent for Annexation.

REQUEST

Reason for Request

CURRENT PARCELS ARE WITHIN UNINCORPORATED VOLUSIA COUNTY. ANNEXATION REQUIRED FOR CITY OF ORMOND BEACH CENTRAL UTILITY CONNECTIONS.

CERTIFICATION

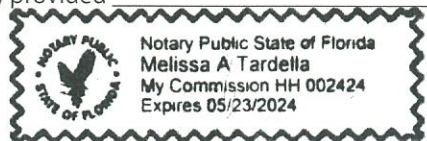
I hereby certify that the information provided above is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and review process for this application. I hereby authorize the City of Ormond Beach Staff to visit my property and to take pictures pertaining to my request. I am aware of the required pre-application meeting and am aware that if all of the required information is not provided, my application will be continued to the next regularly scheduled meeting.

Signature: RCM

STATE OF FLORIDA

COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 30th day of June, 2023, by Richard C Mageri as Manager (title*) for BCM Properties LLC (name of corporation*), who () provided _____ as identification, or ☒ who is personally known to me.



Melissa A. Tardella
Notary Public, State of Florida
My Commission Expires:

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.

PROPERTY OWNER	
Same as project coordinator	☐
Same as property owner	☒
Name:	Ridge Land Holdings LLC
Address:	123 Magnolia Avenue
City, State, Zip code:	Daytona Beach FL 32114
Telephone:	(386) 456-6403
E-mail:	Rickm@ridge-development.com

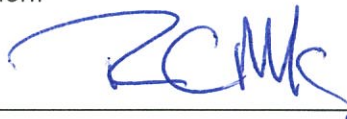
VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)

Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION

By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.

Signature:



STATE OF FLORIDA

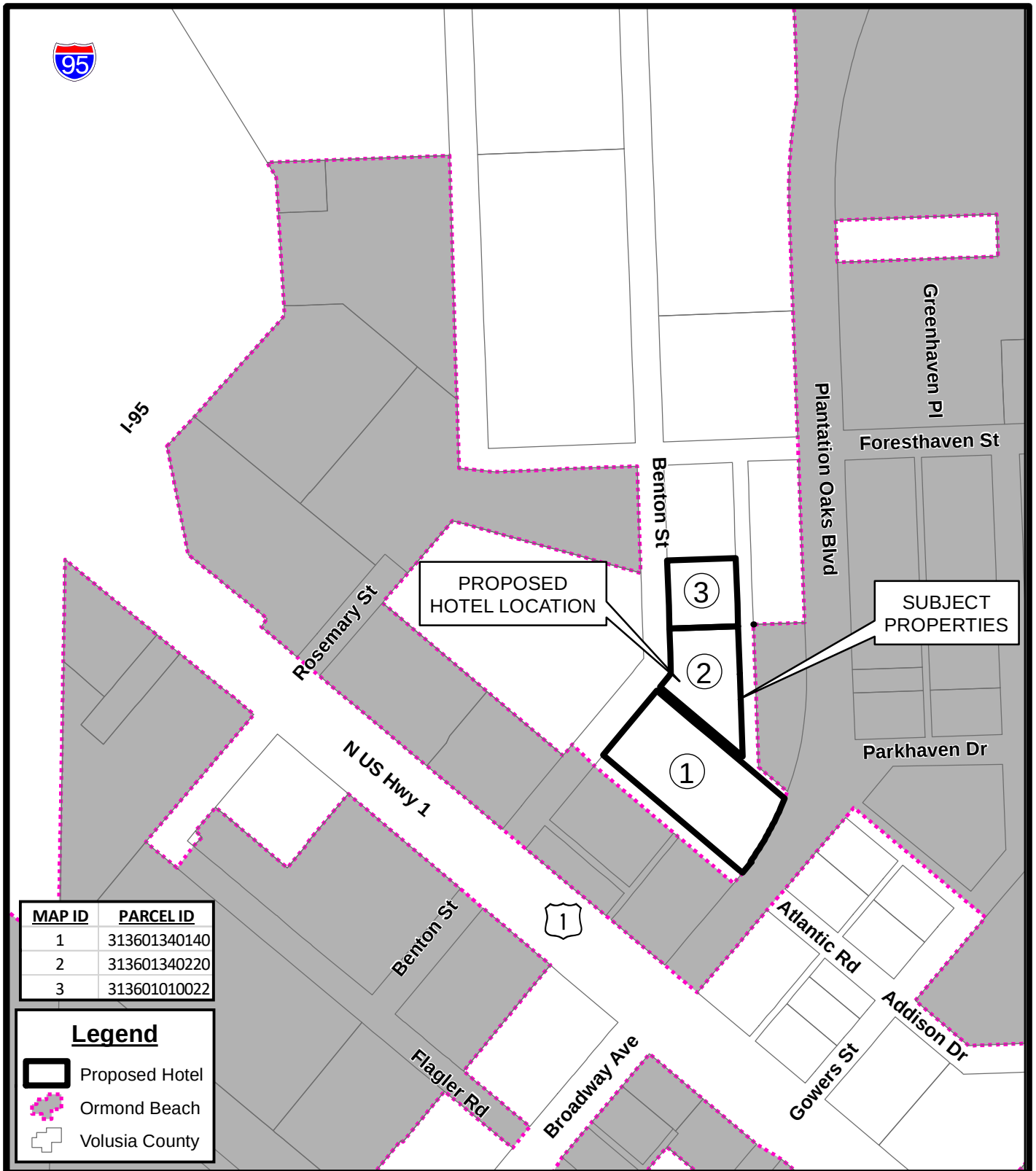
 COUNTY OF Volusia

The forgoing instrument was acknowledged before me this 7th day of November, 2023, by Richard C Maugeri as manager (title*) for Ridge Land Holdings LLC (name of corporation*), who () provided as identification, or X who is personally known to me.



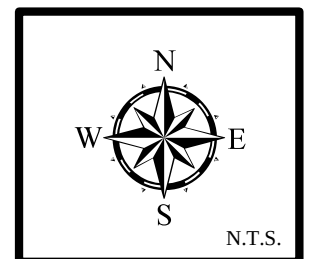
Melissa A Tardella
 Notary Public, State of Florida
 My Commission Expires: 5/23/24

* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.



PARCEL MAP
PROPOSED HOTEL LOCATION
(1119 BENTON ST)

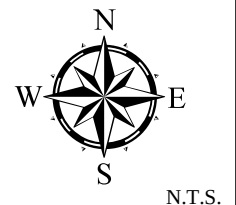
Prepared By: The City of Ormond Beach
 G.I.S. Department - July 6, 2023

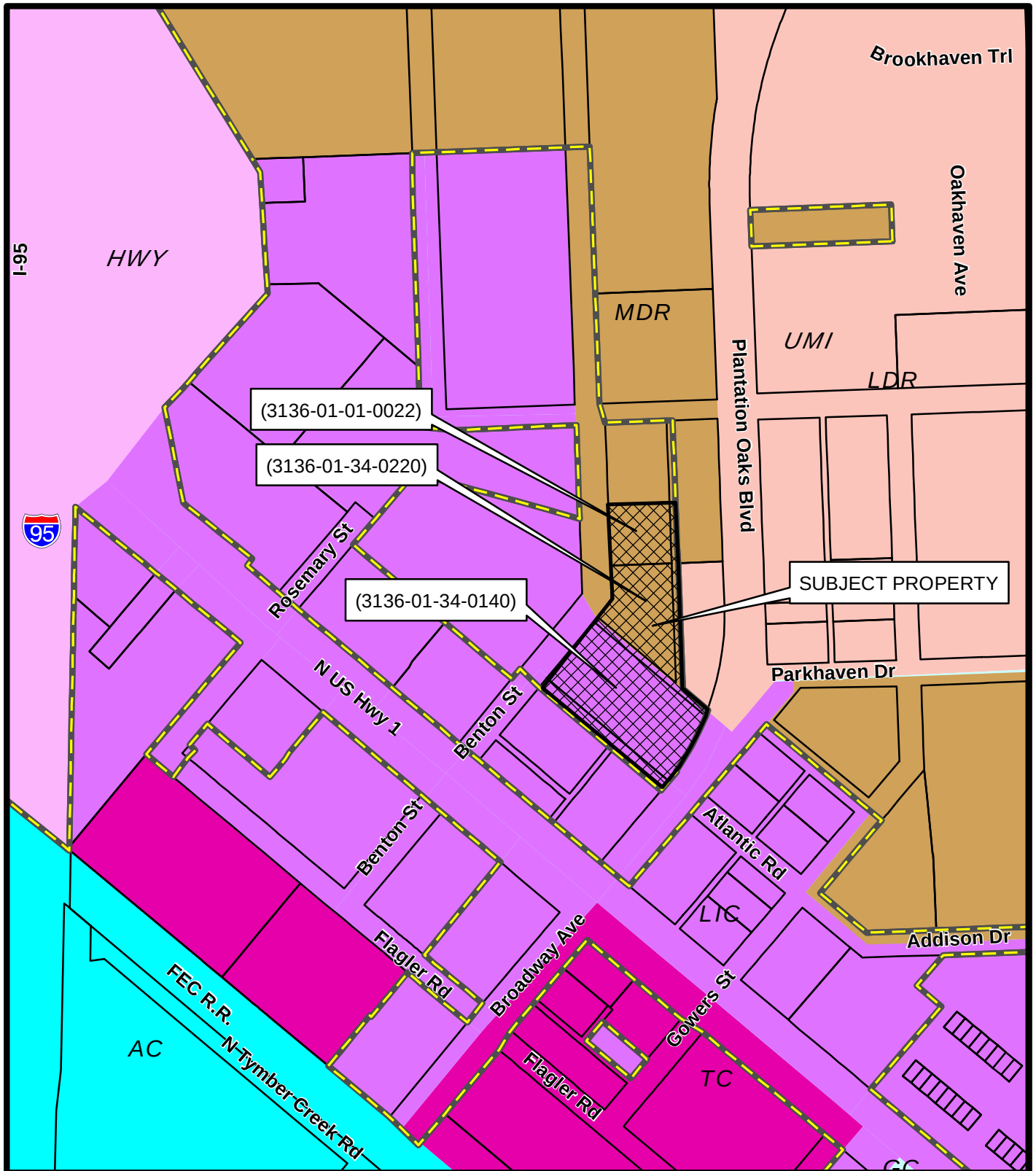




**AERIAL MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220), & (3136-01-34-0140)**

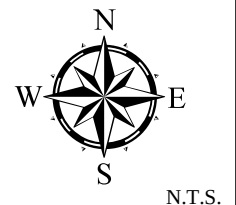
Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

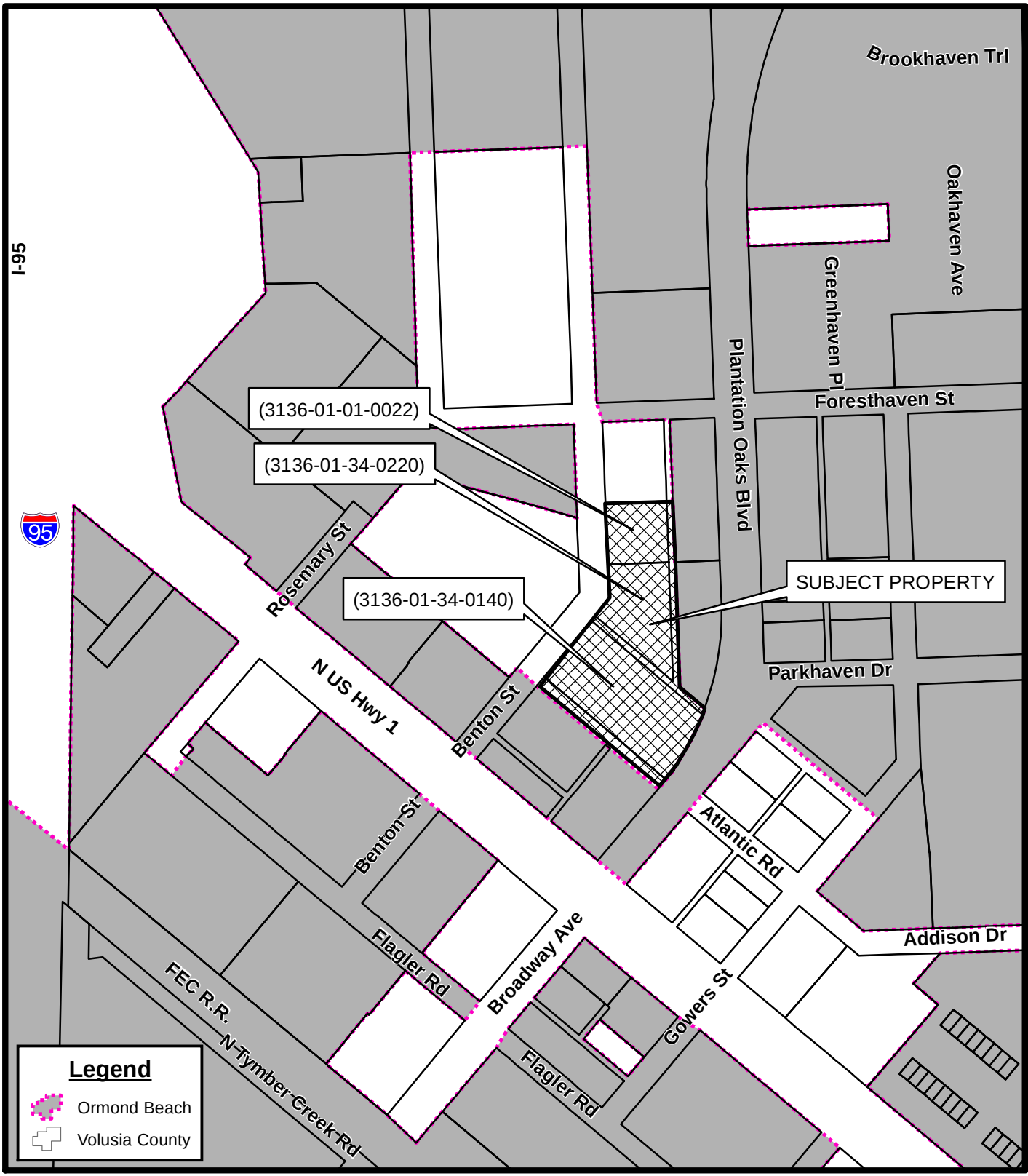




**FUTURE LAND USE MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)**

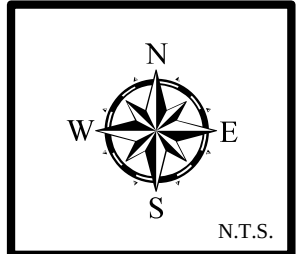
Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

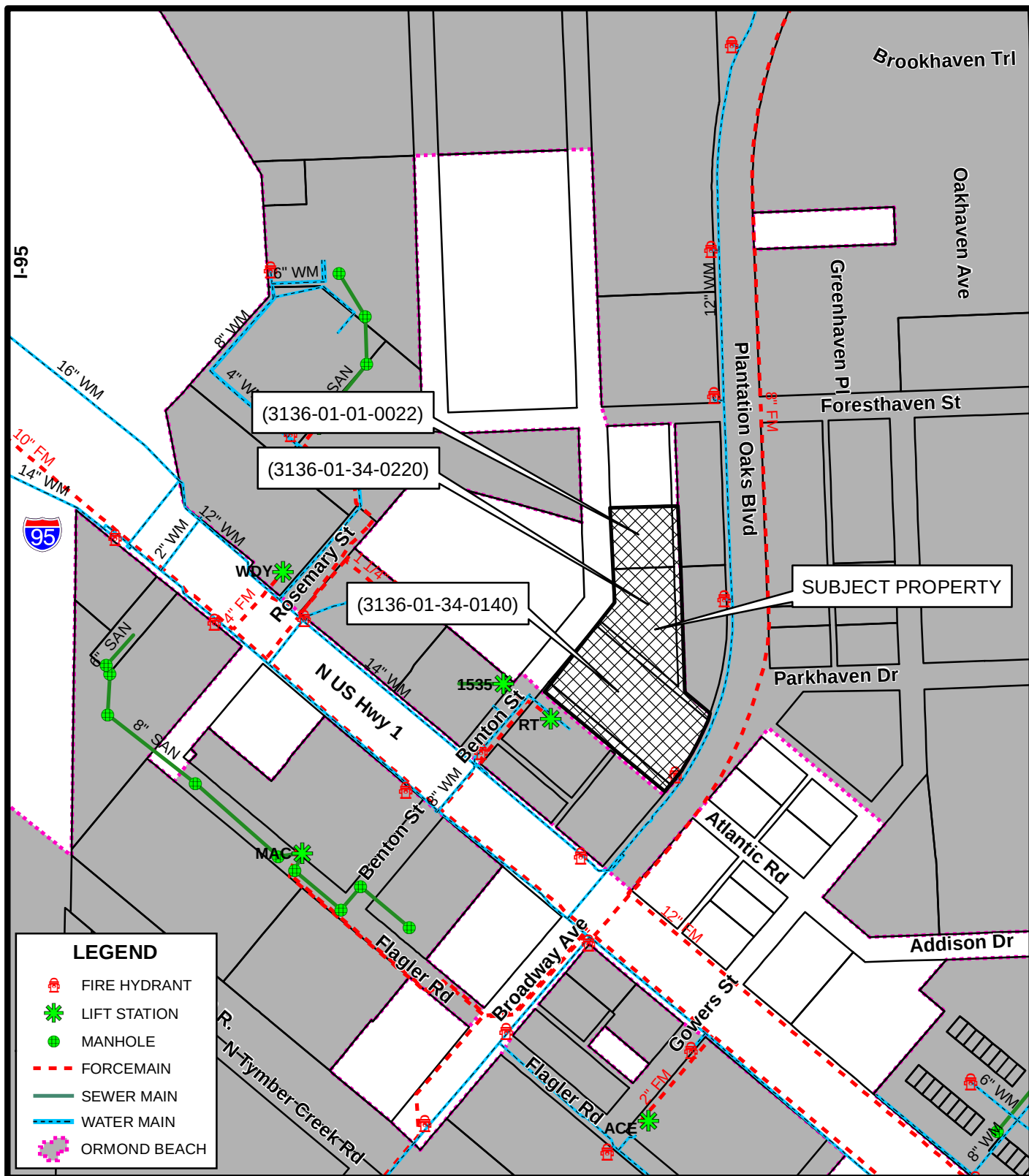


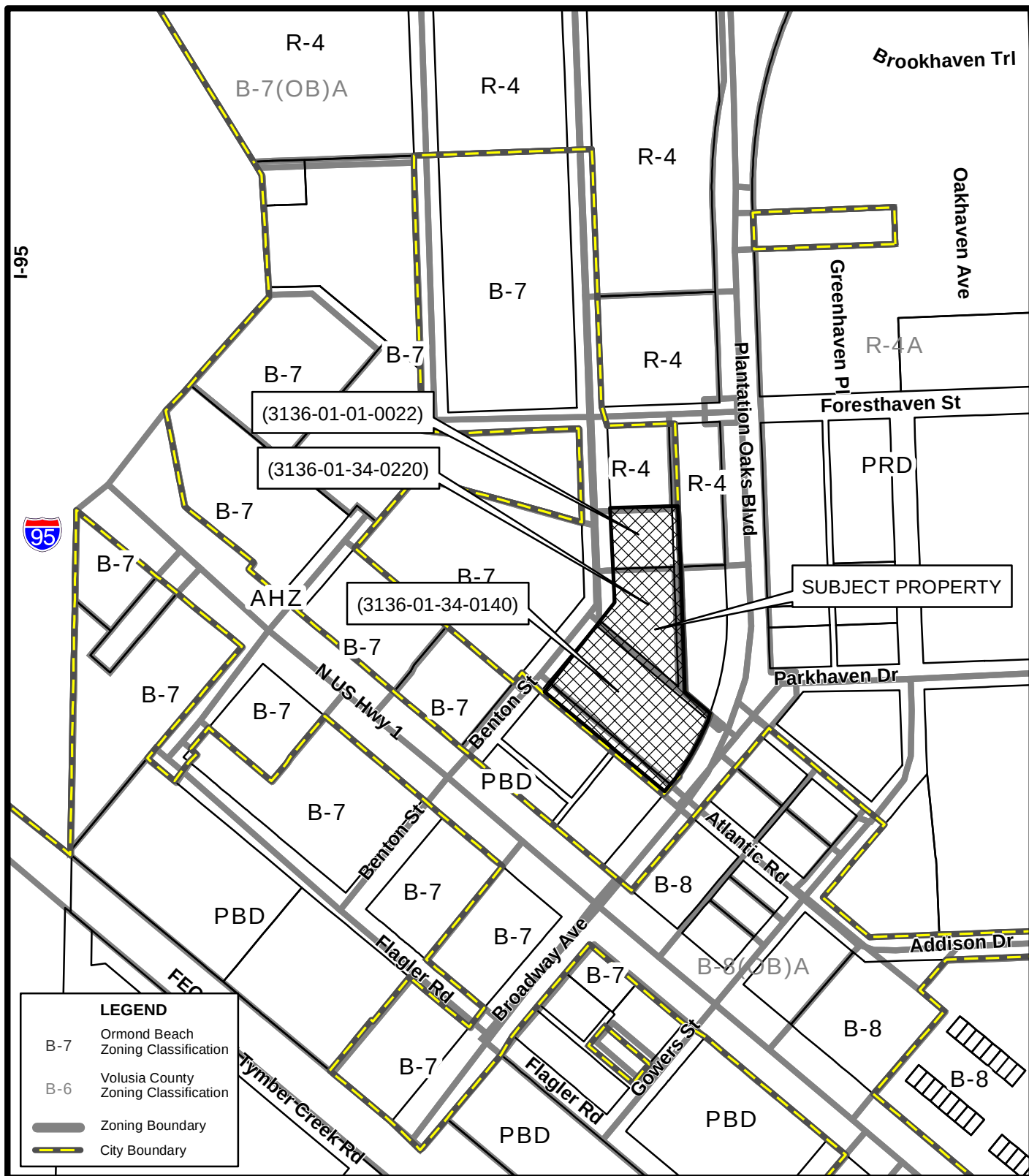


LOCATION MAP
BENTON STREET PROPERTIES
(3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
G.I.S. Department - November 6, 2023

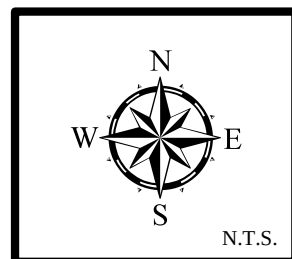






ZONING MAP
BENTON STREET PROPERTIES
 (3136-01-01-0022),(3136-01-34-0220),&(3136-01-34-0140)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 6, 2023





Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title: **DRAFT**

AN ORDINANCE ANNEXING THREE (3) PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED ALONG BENTON STREET, VOLUSIA COUNTY PARCEL NUMBER 3136-01-34-0140, VOLUSIA COUNTY PARCEL NUMBER 3136-01-34-0220, VOLUSIA COUNTY PARCEL NUMBER 3136-01-01-0022; AND ANNEXING TWO (2) UNNAMED ALLEYS; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a voluntary request for an annexation submitted by the property owners, RCM Properties, LLC and Ridge Land Holdings, LLC, for approximately 2.66 acres along Benton Street (Volusia County parcel numbers: 3136-01-34-0140, 3136-01-34-0220, 3136-01-01-0022). As part of the annexation, two unnamed rights-of-way totaling approximately 0.28 acres are proposed to be annexed. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an annexation of vacant land.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an annexation of vacant land.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an annexation of vacant land.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. This is an annexation of vacant land.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.



City of Ormond Beach

AGENDA ITEM

December 5, 2023 - City Commission

Number: 8.C

Section:	PUBLIC HEARINGS		
Item Category:	Public Hearing - Ordinances	Res./Ord. No:	2023-58
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Annexation, 1113 & 1117 North U.S. Highway 1		
Summary:	This is a voluntary request for an annexation submitted by Michael Wojtuniak, P.E., Engineered Permits, on behalf of the property owner, KVG Development LLC, for approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1 for a Public House Restaurant. The property is located within the original North U.S. Highway 1 Interlocal Service Boundary Agreement (ISBA). The property has an existing city land use of "Low Intensity Commercial" and a City zoning designation of B-8, Commercial. The subject property is within the North U.S. Highway 1 ISBA. The North US 1 ISBA between the City of Ormond Beach and the County of Volusia established a municipal service area designed to: • Encourage intergovernmental coordination in planning, service delivery, and boundary adjustments; • Reduce intergovernmental conflicts and litigation between local governments; • Promotes sensible boundaries that reduce the costs of local governments, • Avoid duplicating local services, • Increase political transparency and accountability; and • Prevent inefficient service delivery and an insufficient tax base to support the delivery of those services. The City Commission adopted the original North US 1 ISBA on August 19, 2014, per Ordinance No. 2014-27, Volusia County Council adopted the ISBA on August 21, 2014 by Volusia County Ordinance No. 2014-12. Ordinance 2015-05 established the land use amendments for the ISBA and was adopted on January 20, 2015. As part of the land use map amendment adoption, a map annotation was required that limits		

	density to 8 units per acre and a maximum floor area ratio of 0.50 for retail uses and 0.55 for all other non-residential uses. Ordinance 2015-13 established the City zoning designations for properties within the ISBA and was approved on April 7, 2015. The property at 1113 & 1117 North U.S. Highway 1 is contiguous to the City on the northern and western property boundaries. In addition, the property is within the ISBA which allows annexation whether or not the property was contiguous to the City boundaries. There is an existing force main and water line on the west side of U.S. Highway 1 to serve the property.						
Financial Impact:	The property is within the ISBA area and there are no financial impacts associated.						
Citizen Impact:	There is no citizen impact anticipated with this annexation because the property is already within the ISBA with City land use and zoning. Future development would undergo a site plan process with review by the SPRC.						
Recommended Action (Staff, Advisory Board and/or Other):	It is recommended that the City Commission APPROVE the annexation of approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1, based on the following: 1. Property is within the ISBA area; 2. Property is located in unincorporated Volusia Co. and is not being served with utilities from another jurisdiction, is compact, and the City is the utilities provider for this area; 3. There is adequate City infrastructure to serve the subject property; 4. Annexation of the property is a voluntary under the authority of Section 171.044, Florida Statutes; and 5. Property is contiguous to the City limits along the north and west property boundaries.						
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341						
Attachments:	1. 23-58 Annexation, 1113 & 1117 N US HWY 1 (P23-0224G) 2. Exhibit A, Sketch and Legal 3. Exhibit B, Application 4. 1113 & 1117 N US 1 - Maps 5. Ordinance Business Impact Estimate 10-01-23 OB Form - 1113 & 1117 N US 1 Annexation						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>11/15/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>11/22/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>11/29/2023</td> </tr> </table>	Kelly McGuire, Finance Director	11/15/2023	Claire Whitley, Assistant City Manager	11/22/2023	Joyce Shanahan, City Manager	11/29/2023
Kelly McGuire, Finance Director	11/15/2023						
Claire Whitley, Assistant City Manager	11/22/2023						
Joyce Shanahan, City Manager	11/29/2023						

ORDINANCE NO. 2023-58

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0040, AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER: 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, KVG Development, LLC, a Florida Limited Liability Company, is the owner of two parcels of real property in unincorporated Volusia County, Florida, described and depicted on Exhibit “A”, attached hereto and incorporated herein by reference, (the “Property”); and

WHEREAS, the Property to be annexed consists of approximately 1.67 acres (Parcel ID Nos: 4238-02-05-0040 and 4238-02-05-0050) and is located at 1113 North U.S. Highway 1 and 1117 North U.S. Highway 1, Ormond Beach, Florida; and

WHEREAS, KVG Development, LLC, a Florida Limited Liability Company, has voluntarily petitioned or requested the City of Ormond Beach to annex the Property into the City of Ormond Beach, a copy of said petition or request attached hereto as Exhibit “B” and incorporated herein by reference; and

WHEREAS, the City of Ormond Beach adopted an Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 19, 2014, effective August 28, 2014, (Recorded at Book 7026, Pages 878 through 895, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted an amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on August 20, 2019, effective October 11, 2019, (recorded at Book 7758, Pages 4680 through 4683, of the Public Records of Volusia County, Florida); and

WHEREAS, the City of Ormond Beach adopted a second amended Interlocal Service Boundary Agreement (“ISBA”) with the County of Volusia on December 7, 2021, effective March 30, 2022, (recorded at Book 8228, Pages 1974 through 1978, of the Public Records of Volusia County, Florida); and

WHEREAS, the annexation of the Property is a voluntary annexation under the authority of Section 171.044, *Florida Statutes* and the ISBA, as evidenced by a true copy of the annexation petition attached hereto and incorporated herein by reference as Exhibit “B”; and

WHEREAS, annexation as a condition of municipal utility connection is authorized by Section 180.02(3), *Florida Statutes*, and the home rule constitutional and proprietary powers of the City; and

WHEREAS, Goal 5, Policy 5.1.4 of the Future Land Use Element of the City’s *Comprehensive Land Use Plan* provides that the provision of utility service to property in the

unincorporated County shall be conditioned upon the annexation of the property when it becomes contiguous to the City's boundaries; and

WHEREAS, consent to annexation by a connecting property owner is required for connections to City utilities by Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, which was initially adopted and made effective on August 20, 1991); and

WHEREAS, the requirements of Section 171.044, *Florida Statutes*, and the ISBA have been satisfactorily met; and

WHEREAS, the City Commission of the City of Ormond Beach desires to exercise its statutory power to annex the Property; now therefore,

BE IT ENACTED BY THE PEOPLE OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission of the City of Ormond Beach makes the following findings:

- (a) The annexation petition attached hereto as Exhibit "B" bears the signature of the authorized representative of the owner of the Property to be annexed at the time the petition was submitted to the City;
- (b) KVG Development, LLC, a Florida Limited Liability Company, is the owner of the Property listed in Exhibit "A" attached hereto;
- (c) The annexation petition was submitted in accordance with the requirements of the City for utility extension pursuant to section 180.02(3), *Florida Statutes*, and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991);

- (d) Connection of a property to City utilities constitutes implied consent by the property owner to the annexation of the property;
- (e) The annexation of the Property complies with the requirements of the City for utility extension and connection pursuant to section 180.02(3), *Florida Statutes*; Goal 5, Policy 5.1.4 of the Future land Use Element of the City's Comprehensive Land Use Plan; and Chapter 3, Article V, Section 3-61(f) of the City's *Land Development Code* (formerly Ordinance 91-33 of the City of Ormond Beach, initially adopted and made effective August 20, 1991); and
- (f) The Property is reasonably compact and does not create any enclaves of unincorporated territory in Volusia County.

SECTION TWO. The Property described and depicted in Exhibit "A" is hereby annexed into the City of Ormond Beach, Florida (the "City"), and the municipal boundary lines of the City are hereby changed to include the Property.

SECTION THREE. Upon the effective date of the annexation of the Property, and except as may be otherwise provided by law, the Property shall be subject to all laws, ordinances and regulations of the City of Ormond Beach; shall be entitled to the same privileges and benefits as other lands in the City; and shall be subject to the taxes and debts of the City, including municipal ad valorem taxes as provided by Section 171.061(1), *Florida Statutes*.

SECTION FOUR. The boundary of City Commission Zone 1 is hereby redefined to include the Property.

SECTION FIVE. The City Clerk is hereby authorized and directed to provide a certified copy of this Ordinance to the County Manager of Volusia County, the Clerk of Circuit Court in and for Volusia County, and the Department of State for the State of Florida, within seven (7) days of the adoption of this Ordinance as required by Section 171.044(3), *Florida Statutes*.

SECTION SIX. In the event any section or provision of this Ordinance is declared by a court of competent jurisdiction to be unconstitutional or invalid, such declaration shall not be deemed to affect the validity of this Ordinance as a whole or any other section or provision hereof.

SECTION SEVEN. This Ordinance shall take effect immediately upon adoption.

PASSED UPON at the first reading of the City Commission, this 5th day of December, 2023.

PASSED UPON at the second and final reading of the City Commission, this 19th day of December, 2023.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

LEGAL DESCRIPTION:

LOTS 4 & 5, EXCLUDING PORTION IN STATE ROAD RIGHT OF WAY, BLOCK 5, TOMOKA ESTATES, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 11, PAGE 194 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY LINE OF LOT 1, BLOCK 5, OF AFORESAID TOMOKA ESTATES WITH THE EASTERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 1; THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY, NORTH 43 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 300 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT 4, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, NORTH 43 DEGREES 01 MINUTES 13 SECONDS WEST A DISTANCE OF 200 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 5; THENCE DEPARTING SAID RIGHT OF WAY LINE, RUN NORTH 46 DEGREES 58 MINUTES 47 SECONDS EAST ALONG THE NORTHERLY LINE OF LOT 5, A DISTANCE OF 365 FEET; THENCE RUN SOUTH 43 DEGREES 01 MINUTES 13 SECONDS EAST A DISTANCE OF 200 FEET; THENCE RUN SOUTH 46 DEGREES 58 MINUTES 47 SECONDS WEST A DISTANCE OF 365 FEET TO THE POINT OF BEGINNING.

CONTAINING 73,000 SQ. FT. OR 1.67 ACRES±.

SURVEYOR'S NOTES:

1. BEARINGS ARE ASSUMED AND BASED ON THE EASTERLY RIGHT OF WAY LINE OF NORTH U.S. HIGHWAY NO. 1, BEING N43°01'13"W.
2. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT OF WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD.
3. THIS "SKETCH OF LAND FOR DESCRIPTION ONLY" IS IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.052, OF THE FLORIDA ADMINISTRATIVE CODE, SECTION 472.027, FLORIDA STATUTES.
4. THIS IS NOT A BOUNDARY SURVEY.

THIS SURVEY AND THE COPIES THEREOF ARE NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL



Luke P Fulford

2023.09.06

13:21:08-04'00"

LUKE P. FULFORD, P.S.M. #6954
CANVAS LAND SURVEYING, LB# 8320

SKETCH OF DESCRIPTION

-OF-

LOTS 4 & 5 TOMOKA ESTATES

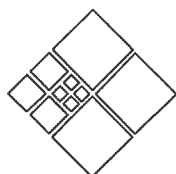
LYING IN

SEC. 38, TWP 14S, RGE 32E,
VOLUSIA COUNTY, FLORIDA.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

PREPARED FOR:

EXCELSIOR DEVELOPMENT CO.

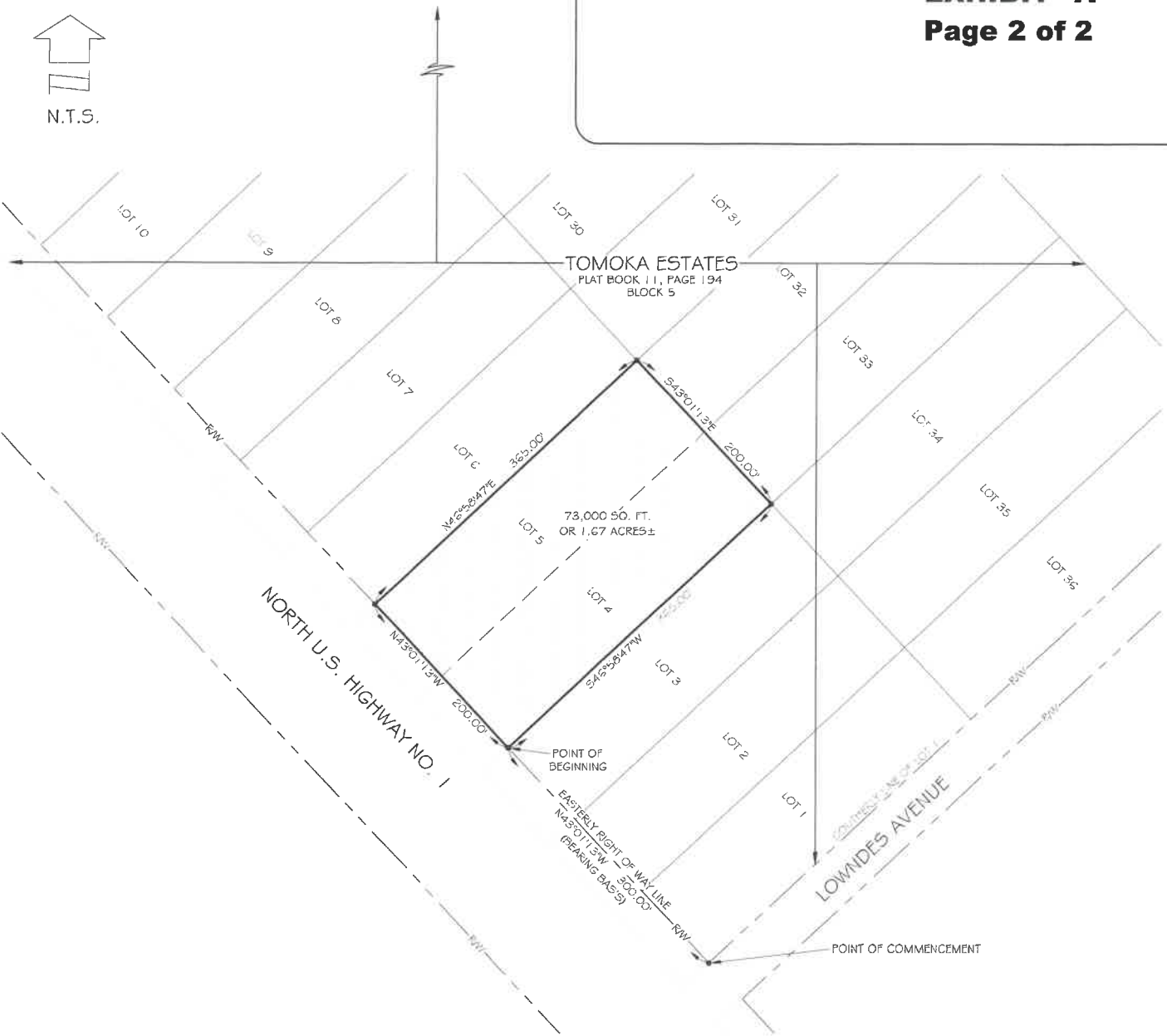


CANVAS
LAND SURVEYING

300 N. RONALD REAGAN BOULEVARD
LONGWOOD, FL 32750
321.689.5330
CANVASLANDSURVEYING.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8320

SHEET
1 OF 2

LEGAL DESCRIPTION
SURVEY NOTES



LEGEND:

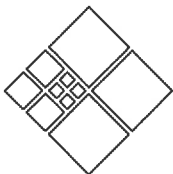
- LB LICENSED BUSINESS
- LINE BREAK
- # NUMBER
- R/W RIGHT OF WAY
- N.T.S. NOT TO SCALE
-  SUBJECT PARCEL

SKETCH OF DESCRIPTION
-OF-
LOTS 4 & 5 TOMOKA ESTATES

LYING IN
SEC. 38, TWP 14S, RGE 32E,
VOLUSIA COUNTY, FLORIDA.

SKETCH OF DESCRIPTION ONLY. THIS IS NOT A SURVEY.

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CERTIFICATE OF AUTHORIZATION NO. LB 8320

SHEET
2 OF 2
SKETCH OF DESCRIPTION

EXHIBIT "B"
Page 1 of 5

	<i>Updated October 1, 2021</i>	
	City of Ormond Beach	
	Public Hearing Application	
	Planning Department 22 South Beach Street, Room 104, Ormond Beach, FL 32174 (386) 676-3238 www.ormondbeach.org comdev@ormondbeach.org	

INSTRUCTIONS

Public hearing applications require City Commission action with many types being reviewed by the Planning Board to provide a recommendation. Some public hearing items require site plan review. Please complete the application and fee worksheet. Assistance is available by e-mailing comdev@ormondbeach.org or calling (386) 676-3238.

PROJECT INFORMATION

Project Type:	Annexation	*Complete fee sheet (page 3)
Project Name:	Public House Restaurant	
Project Address:	1113-1117 N. US Hwy 1, Ormond Beach, FL 32174	
Volusia County parcel number(s):	423802050040, 423802050050	
Description:	Two adjacent parcels being annexed into the City of Ormond Beach.	
Pre-application date:		Pre-application waiver granted: ☐

PROJECT COORDINATOR

Name:	Michael Wojtuniak, P.E.
Address:	311-A South Woodland Blvd.
City, State, Zip code:	Deland, FL 32720
Telephone:	386-734-0830
E-mail:	mwojtuniak@epieng.net

APPLICANT INFORMATION

Same as project coordinator	☒	Same as property owner	☐
Name:			
Address:			
City, State, Zip code:			
Telephone:			
E-mail:			

Page 1 of 3

EXHIBIT "B"**Page 2 of 5**

PROPERTY OWNER			
Same as project coordinator	☐	Same as property owner	☒
Name:	KVG Development LLC		
Address:	3433 East Gulf To Lake Hwy		
City, State, Zip code:	Inverness, FL 34453		
Telephone:			
E-mail:			

VIEW ONLY ACCESS TO PROJECT DOX (Provides viewing access to project)			
Name:	Lee Munizzi	E-mail:	lee@excelsiordev.com
Name:	Lorri Wasman	E-mail:	lorri@excelsiordev.com
Name:		E-mail:	
Name:		E-mail:	

CERTIFICATION	
By submitting this application, I hereby certify that the information provided is true and correct to the best of my knowledge and that I am aware of the application submittal requirements and the review process for this application. I authorize Ormond Beach staff to access the subject property during typical business hours to review the public hearing application.	
Signature:	<u>See Attached Document</u> <u>LLK</u> For <u>Kevin Giguere</u>
STATE OF FLORIDA	
COUNTY OF <u>Volusia</u>	
The forgoing instrument was acknowledged before me this <u>7</u> day of <u>November</u> , 20 <u>23</u> , by <u>Michael Wojtoniak</u> as <u>Senior Project Mgr</u> (title*) for <u>Engineered Permits</u> (name of corporation*), who () provided _____ as identification, or () who is personally known to me.	
	<u>Lorri Wasman</u> Notary Public, State of Florida My Commission Expires:
* If you are executing this document on behalf of a corporation please complete the spaces with your title and the name of your company as indicated.	

Page 2 of 3

ENGINEERED PERMITS, INC
311 South Woodland Boulevard
Suite A
DeLand, FL 32720

**NOTARIZED AUTHORIZATION OF OWNER
TO AUTHORIZE ENGINEERED PERMITS**

For the following activities (check all that apply):

- ☒ Environmental Resource Permits from SWFWMD/SJRWMD/SFWMD/SRWMD
☒ County of Volusia Development/Project Review Application Authorization
☒ County of Volusia Development/Project Review Application Authorization
☒ Secure Geotechnical Analysis
☒ Secure Surveying Services
☐ Secure other engineering services _____
☐ FDOT Drainage / Driveway Connect Permit(s)
☒ Utility Connection Permit from County of Volusia
☒ Other SJRWMD, FDEP, City of Ormond Beach

Authorization of Owner

I hereby designate and authorize the agent listed as Michael Wojtuniak to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for activities listed above; and to furnish, on request, supplemental information in support of the applications for the project identified above. In addition, I authorize the above listed agent to bind me, to perform any requirement which may be necessary to procure the activity or authorization listed above.

Kevin Giguere
Printed Name of Owner

[Signature]
Signature of Owner

5-14-22
Date

The foregoing instrument was acknowledged before me this 5-14-22
(month/day/year) by Kevin Giguere (name of Person Acknowledging), who is
personally known to me or has produced _____ (type of
identification) as who did not take an oath.

Notary Public

Signature

Print Name:

Commission Expires:



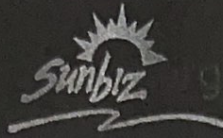
PAMELA R. MCKINNEY
Commission # HH 189727
Expires January 10, 2028
Bonded Three Hundred Notary Dollars

11/6/23, 7:33 PM

Detail by Entity Name

FLORIDA DEPARTMENT OF STATE

DIVISION OF CORPORATIONS



**DIVISION of
CORPORATIONS**
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
KVG DEVELOPMENT, LLC

Filing Information

Document Number	L17000209228
FEI/EIN Number	82-3948390
Date Filed	10/10/2017
State	FL
Status	ACTIVE
Last Event	LC NAME CHANGE
Event Date Filed	01/16/2018
Event Effective Date	NONE

Principal Address

3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Mailing Address

3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Registered Agent Name & Address

GIGUERE, KEVIN
3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Name Changed: 01/10/2023

Address Changed: 01/10/2023

Authorized Person(s) Detail

Name & Address

Title Manager

GIGUERE, KEVIN V
3433 E GULF TO LAKE HWY
INVERNESS, FL 34453

Annual Reports

Report Year	Filed Date
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<https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=KVGDEV...> 1/2

11/6/23, 7:33 PM

Detail by Entity Name

2021	01/14/2021
2022	01/12/2022
2023	01/10/2023

Document Images

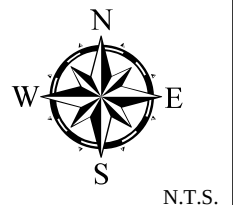
01/10/2023 – ANNUAL REPORT	View image in PDF format
01/12/2022 – ANNUAL REPORT	View image in PDF format
01/14/2021 – ANNUAL REPORT	View image in PDF format
01/25/2020 – ANNUAL REPORT	View image in PDF format
01/09/2019 – ANNUAL REPORT	View image in PDF format
01/16/2018 – LC Name Change	View image in PDF format
01/09/2018 – ANNUAL REPORT	View image in PDF format
10/10/2017 – Florida Limited Liability	View image in PDF format

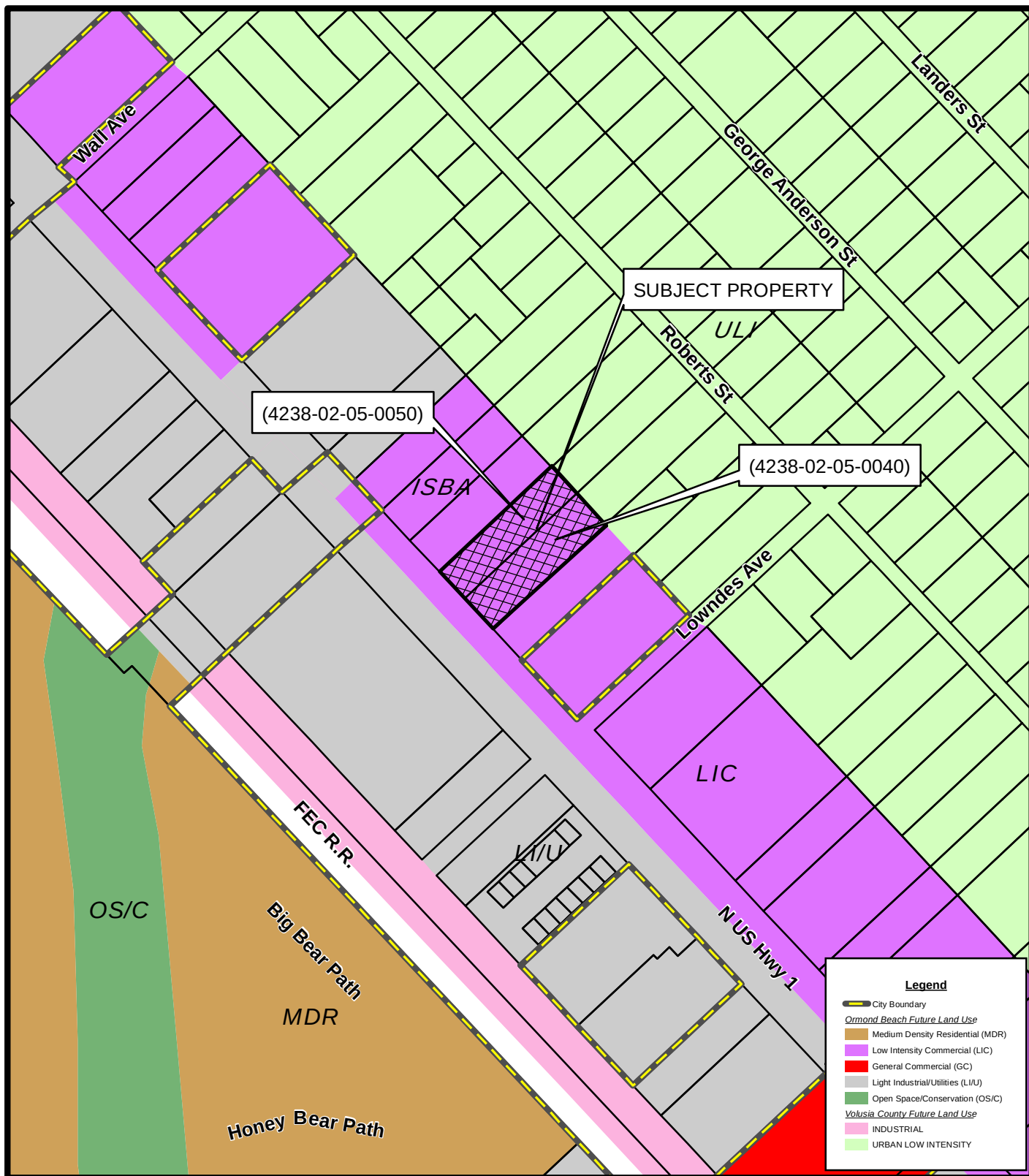
Florida Department of State, Division of Corporations



AERIAL MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

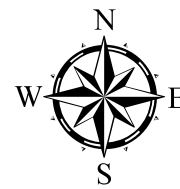
Prepared By: The City of Ormond Beach
 G.I.S. Department - November 2, 2023



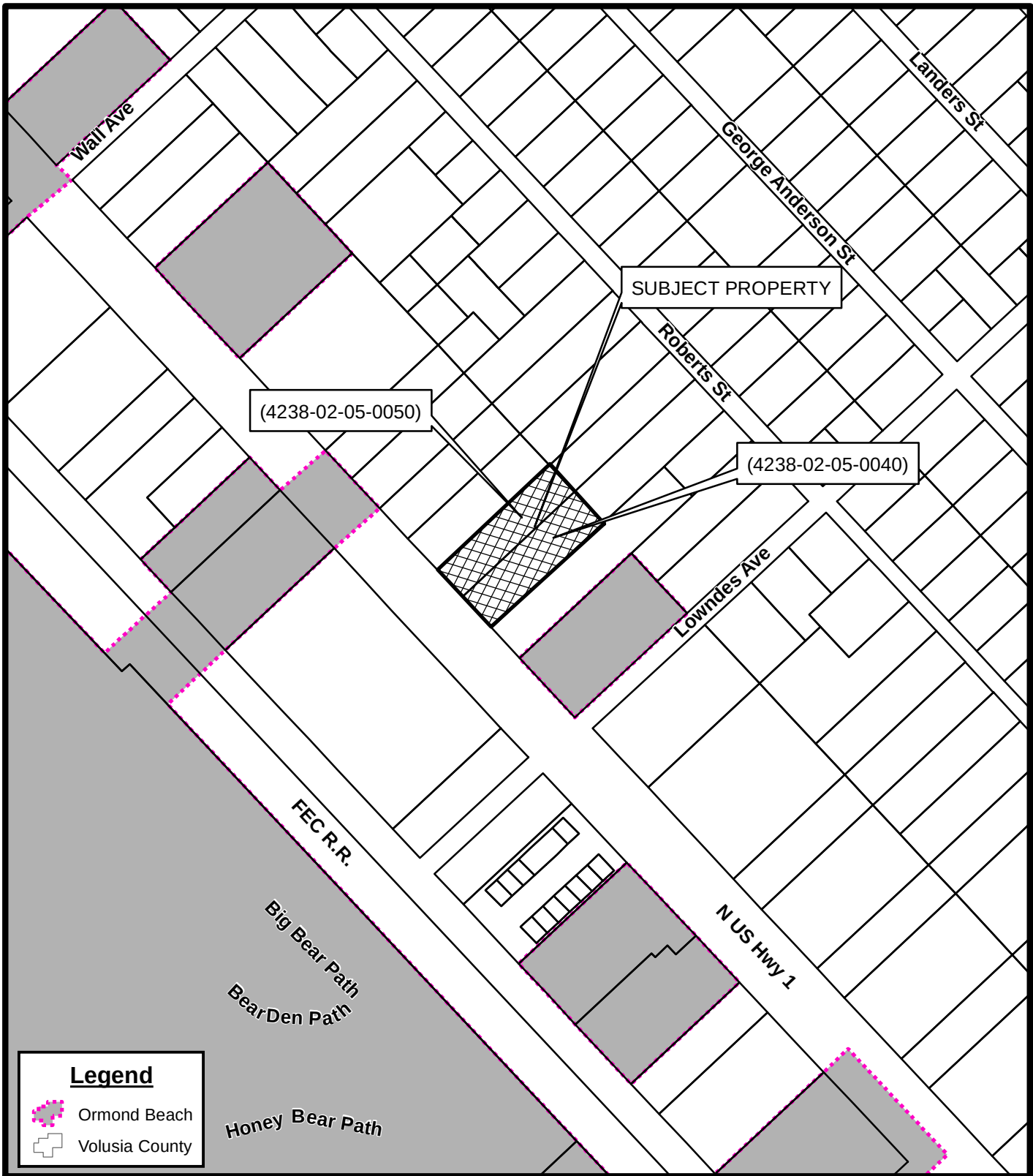


FUTURE LAND USE MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 2, 2023

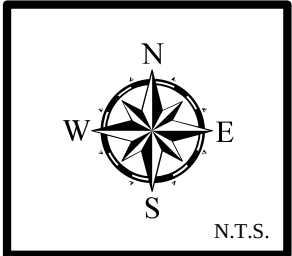


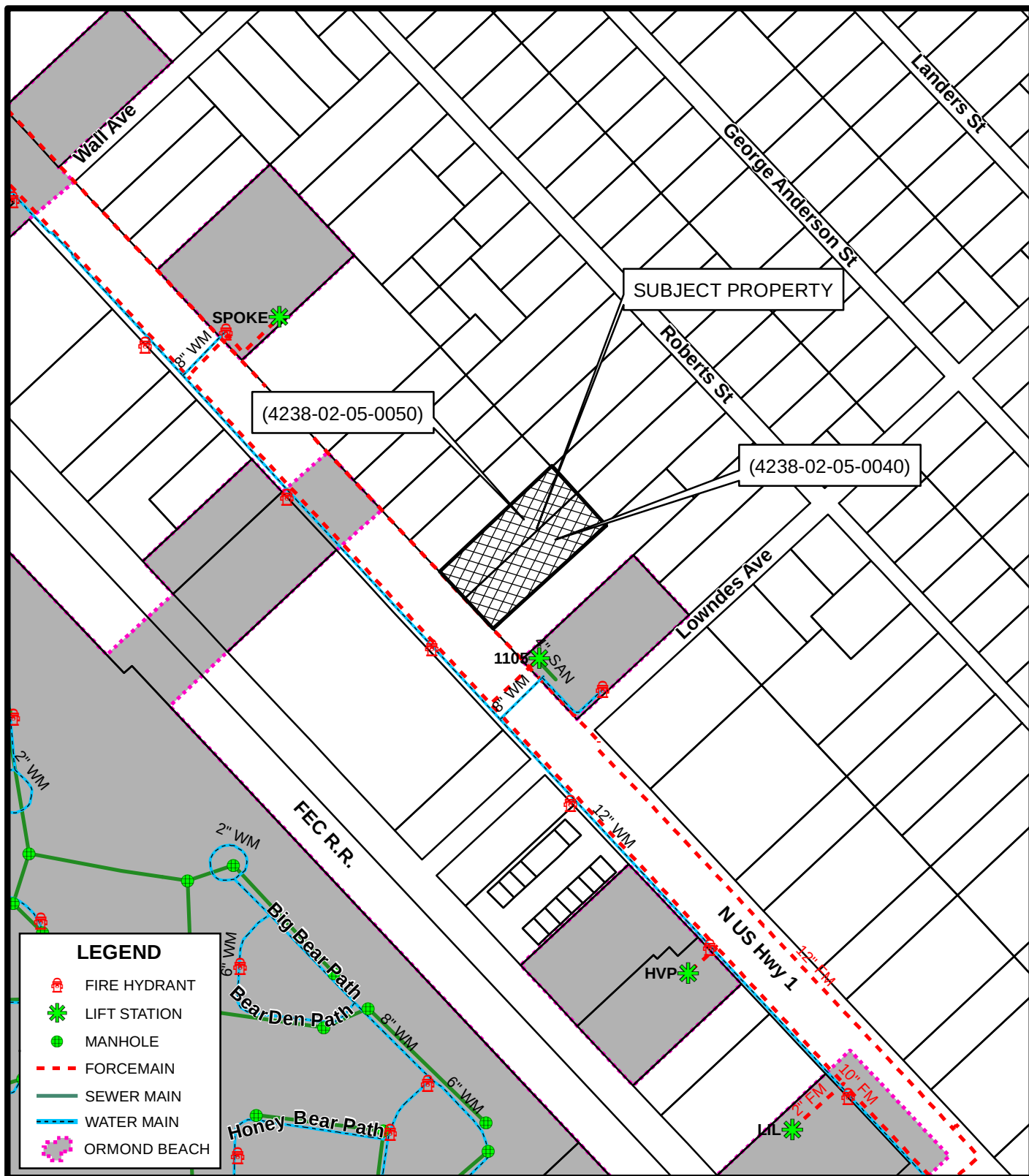
N.T.S.



LOCATION MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

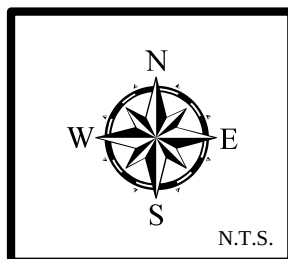
Prepared By: The City of Ormond Beach
G.I.S. Department - November 2, 2023

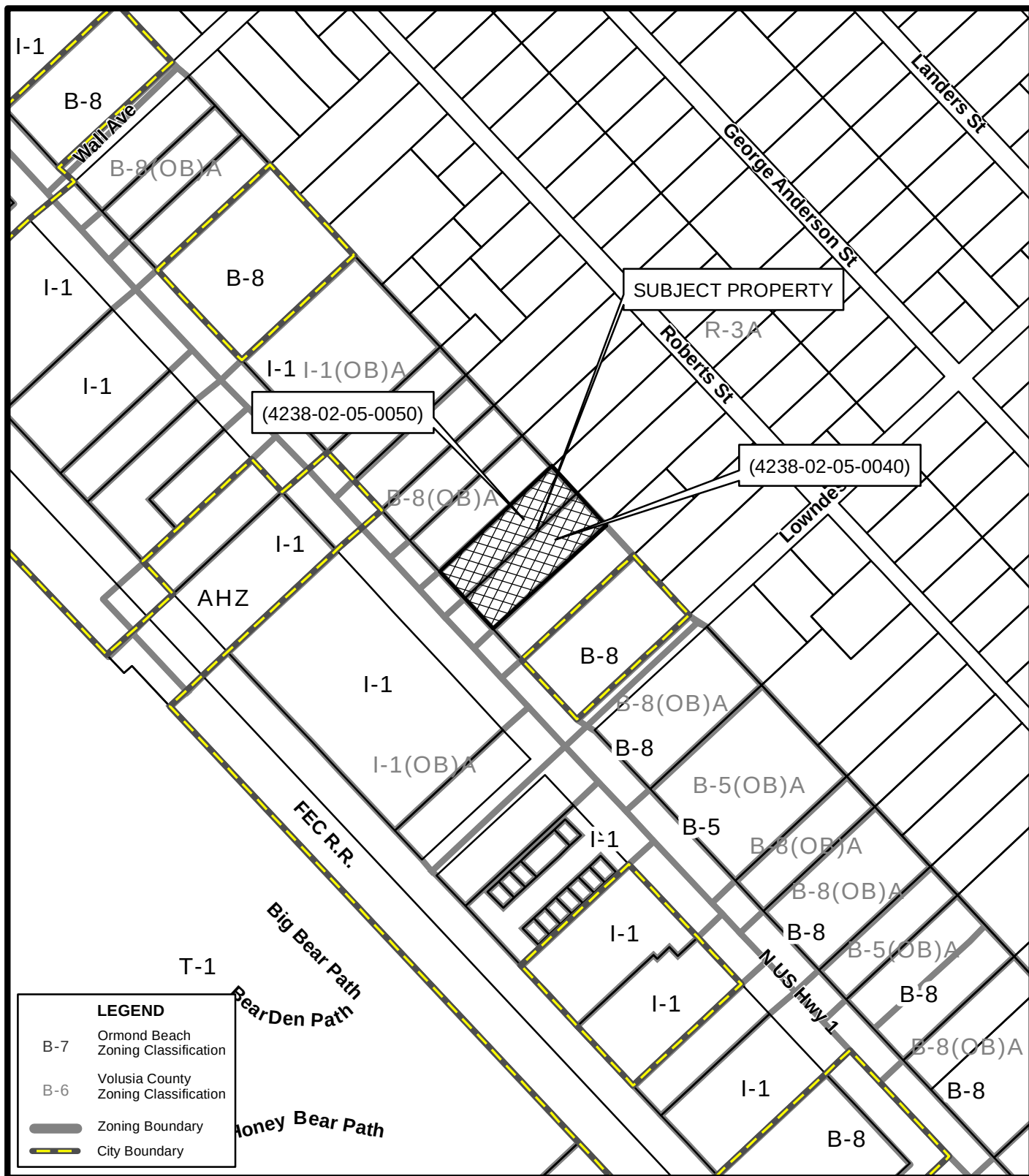




UTILITIES MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

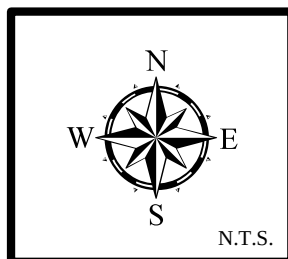
Prepared By: The City of Ormond Beach
 G.I.S. Department - November 2, 2023





ZONING MAP
1113 & 1117 NORTH US HWY 1
(4238-02-05-0040) & (4238-02-05-0050)

Prepared By: The City of Ormond Beach
 G.I.S. Department - November 2, 2023





Ordinance Adoption **Business Impact Estimate**

Proposed ordinance's number and legal title: **DRAFT**

AN ORDINANCE ANNEXING TWO PARCELS OF REAL PROPERTY INTO THE CITY OF ORMOND BEACH, SAID PROPERTY LOCATED AT 1113 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-02-02-0040 AND 1117 NORTH U.S. HIGHWAY 1, VOLUSIA COUNTY PARCEL NUMBER 4238-02-05-0050; SETTING FORTH ZONING PRIVILEGES AND OBLIGATIONS REGARDING THE PROPERTY; REDEFINING THE TERRITORIAL BOUNDARIES OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; REDESIGNATING THE BOUNDARIES OF ZONE 1 OF THE CITY OF ORMOND BEACH TO INCLUDE THE PROPERTY; PROVIDING FOR TRANSMISSION; PROVIDING FOR SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the City.

This is a voluntary request for an annexation submitted by Michael Wojtuniak, P.E., Engineered Permits, on behalf of the property owner, KVG Development LLC, for approximately 1.67 acres located at 1113 & 1117 North U.S. Highway 1.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, including the following, if any:

- a. An estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted;

None. This is an annexation of vacant land.

- b. Identification of any new charge or fee on businesses subject to the proposed ordinance, or for which businesses will be financially responsible; and

None. This is an annexation of vacant land.

- c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

None. This is an annexation of vacant land.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

None. This is an annexation of vacant land.

4. Any additional information the City determines may be useful.

(This section may include: methodology or data used to prepare the Business Impact Estimate, e.g., City staff solicited comments from businesses as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail/email, posting on the City's website, public workshop, etc.; efforts made to reduce the potential fiscal impact on businesses; and state the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals or businesses) and, therefore, the proposed ordinance does not affect only businesses.)

No business impacts proposed. The item was advertised by newspaper advertisements. Information on the application is also on the city's website.