



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
January 23, 2024
7:00 PM

Mayor Bill Partington

Zone 1 - Commissioner Lori Tolland

Zone 3 - Commissioner Susan Persis

Zone 2 - Commissioner Travis Sargent

Zone 4 - Commissioner Harold Briley

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

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- 1. CALL TO ORDER**
 - 2. INVOCATION**
 - 3. PLEDGE OF ALLEGIANCE**
 - 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. HOMe for the HOLIDAYS Parade Award Winners
 - B. Human Trafficking Awareness Month
 - C. National Law Enforcement Appreciation Day
 - 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
 - 6. APPROVAL OF MINUTES**

- A. Minutes from City Commission meeting - December 19, 2023

7. CONSENT AGENDA

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

- A. **RESOLUTION NO. 2024-01: A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION BOARD; SETTING FORTH TERMS AND CONDITIONS OF SERVICE; AND SETTING FORTH AN EFFECTIVE DATE.**

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

- B. **RESOLUTION NO. 2024-02:** A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2023-2024 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2024-03:** A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE OAK, MAGNOLIA AND BONITA SEPTIC TO SEWER CONVERSION 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

- D. **RESOLUTION NO. 2024-04:** A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2024-05:** A RESOLUTION ACCEPTING A BID FROM B & B OUTDOOR, LLC FOR CONSTRUCTION SERVICES REGARDING THE AMSDEN ROAD DRAINAGE ABANDONMENT PROJECT, UNDER BID NO. 2024-08; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2024-06:** A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF ROBERT PEARSON; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2024-07:** A RESOLUTION URGING MEMBERS OF THE FLORIDA LEGISLATURE TO SUPPORT THE 2024 FLORIDA LEAGUE OF CITIES LEGISLATIVE PLATFORM; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2024-08:** A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT

BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR FISCAL YEARS 2020-2021, 2021-2022, AND 2022-2023, BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2024-09:** A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **Intent to Bid - 2024 Roadway Resurfacing**

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

Disposition: Approve as recommended in the City Manager staff report dated January 23, 2024.

- K. **Auto Renewal - Neptune Meters**

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

Disposition: Approve as recommended in the City Manager staff report dated January 23, 2024.

- L. **Auto Renewal - Cross Connection Control Program Management Contract**

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

Disposition: Approve as recommended in the City Manager memorandum dated January 23, 2024.

- M. **Construction & Demolition Franchise Renewal for GEL Recycling LLC**

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

Disposition: Approve as recommended in the City Manager staff report dated January 23, 2024.

- N. **City Manager's Monthly Report, January 2024**

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

Disposition: Accept as information as recommended in the City Manager's staff report dated January 23, 2024.

8. RESOLUTIONS

- A. **RESOLUTION NO. 2024-10:** A RESOLUTION APPROVING AND AUTHORIZING THE REMOVAL OF AN HISTORIC TREE LOCATED AT 517 N. BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Cara Culliver, Landscape Architect, (386) 676-3288*

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

Website Address – www.ormondbeach.org

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



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



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

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

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

December 19, 2023	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 5. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - December 5, 2023
- 6. COMMUNITY REDEVELOPMENT AGENCY**
 - A. **RESOLUTION NO. 2023-215:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**
Staff Contact: Alex Schumann, City Engineer, (386) 676-3302
 - B. **RESOLUTION NO. 2023-217:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8D)**
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. 2023-215:** A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND

PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2023-194:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2024 ELGIN PELICAN STREET SWEEPER, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-EQU21.0; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2023-205:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE FLORIDA DEPARTMENT OF FINANCIAL SERVICES, UNDER THE FY 2023-2024 FLORIDA FIREFIGHTER CANCER DECONTAMINATION EQUIPMENT GRANT 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. 2023-210:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION OF A COMMUNITY AESTHETIC FEATURE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING THE INSTALLATION OF NINE TRAFFIC SIGNAL CABINET PUBLIC ART WRAPS WITHIN FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2023-211:** A RESOLUTION AUTHORIZING THE APPROVAL OF THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR CITY VEHICLES, UNDER COUNTY OF VOLUSIA ITB NO. 19-B-70EM; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2023-212:** A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF AXON BODY-WORN CAMERAS, ENERGY WEAPONS AND ANNUAL CLOUD-BASED STORAGE SUPPORT FROM AXON ENTERPRISE, INC.; AUTHORIZING THE EXECUTION OF AN AGREEMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- G. **RESOLUTION NO. 2023-213:** A RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT TO THE EXISTING AGREEMENT WITH TYLER TECHNOLOGIES INC, REGARDING AN ENTERPRISE RESOURCE SYSTEM DOCUMENT MANAGEMENT PROGRAM; AUTHORIZING PAYMENT THEREFORE; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: *Chuck Osteen, Information Technology Manager, (386) 615-7031*

- H. **RESOLUTION NO. 2023-214:** A RESOLUTION AUTHORIZING

THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT WITH THE COUNTY OF VOLUSIA REGARDING UTILITY RELOCATION ON WILLIAMSON BOULEVARD FROM STRICKLAND RANGE ROAD TO HAND AVENUE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **RESOLUTION NO. 2023-216:** A RESOLUTION APPROVING THE APPLICATION OF BULLARD AVIATION SERVICES, INC. TO PROVIDE SERVICES AS A CATEGORY FOUR FIXED BASE OPERATOR AT THE ORMOND BEACH MUNICIPAL AIRPORT; ESTABLISHING CONDITIONS OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- J. **Auto Renewal - Pressure Main Cleaning Services**

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

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

- K. **Auto Renewal - FEC Blanket Lease Agreement**

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

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

- L. **Intent to Bid - Microsoft Office 365**

Staff Contact: Chuck Osteen, Information Technology Manager, (386) 615-7031

Disposition: Approve as recommended in the City Manager staff report dated December 19, 2023.

- M. **City Manager's Monthly Report, December 2023**

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

Disposition: Accept as information as recommended in the City Manager staff report dated December 19, 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

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

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

A. City Attorney Evaluation

B. City Manager Evaluation

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10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Pastor Mike Petrick, Harbor Baptist Church, provided the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Presentations and Proclamations

Mayor Partington presented a proclamation in honor of National Wreaths Across America Day and declared December 16, 2023 as a day to commemorate local and national heroes. He thanked the Captain James Ormond chapter of the National Society of the Daughters of the American Revolution for their work with the program.

Item #4 – Audience Remarks

Mr. John Fawcett, 198 Ocean Terrace, expressed concerns regarding the traffic calming process and method used to calculate community petitions. He provided specific examples related to Ocean Terrace requesting the city change the method used to calculate community petitions for speed tables.

Mr. G. G. Galloway, 1305 Oak Forest Drive, on behalf of Planning Board Chairman Mr. Doug Thomas, expressed gratitude to the Mayor and City Commission for their work regarding the Tomoka Oaks project and fight against the Belvedere Fuel Terminal.

Ms. Connie Colby, 108 Roble Lane, encouraged the City Commission to continue the fight against the Belvedere Fuel Farm.

Mr. Robert Suadi, 147 Ocean Terrace, discussed his experience with public safety concerns on Ocean Terrace, the method used to calculate community petitions, and encouraged the City Commission to mitigate potential risks.

Item #5 – Approval of Minutes

Mayor Partington advised the minutes from the December 5, 2023, meeting had been sent to the Commission for review and posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated hearing no corrections, the minutes would stand approved as presented.

Commissioner Briley moved, seconded by Commissioner Persis, for approval of the December 5, 2023, City Commission meeting minutes.

The motion passed by voice vote.

Item #6 – 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 items and make recommendations as the CRA.

Mayor Partington recessed the City Commission meeting, called the CRA meeting to order, and opened the public hearings at 7:18 p.m.

Item #6A – Bid Award - City Hall Landscape Renovations

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2023-215

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA ACCEPTING A BID FROM VERDEGO LANDSCAPE, LLC TO PROVIDE CONSTRUCTION SERVICES FOR THE CITY HALL LANDSCAPE RENOVATIONS PROJECT; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFORE; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 7A)**

Commissioner Persis moved, seconded by Commissioner Briley, for recommendation of Resolution No. 2023-215, as read by title only.

The motion passed by voice vote.

Item #6B – Downtown CRA Public Art Traffic Signal and Streetlight Cabinet Wrap Project

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2023-217

A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE. **(SEE ITEM 8D)**

Ms. Becky Parker, Ormond Beach MainStreet Executive Director, expressed the organization's support for public art initiatives that enhance Ormond Beach's quality of life.

Ms. Julia Trulio, Chair of Ormond Beach Arts District, shared the program's origins, artists' selection process, and future plans.

Commissioner Tolland inquired if the Public Information Officer could start highlighting a master artist on social media.

Commissioner Persis expressed support of the item.

Commissioner Briley moved, seconded by Commissioner Tolland, for recommendation of Resolution No. 2023-217, 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 7:27 p.m.

Item #7 – Consent Agenda

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

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

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

Carried.

Commissioner Sargent
Mayor Partington

Yes
Yes

Comments on the Consent Agenda

Commissioner Tolland remarked for Item 7A the Bid Award - City Hall Landscape Renovations, she wanted to see native plants, trees, and ground cover.

Commissioner Sargent voiced support for Item 7F the Sole Source – Body Cameras and Energy Weapons from Axon for the Police Department, and requested features comparable to those used by the Volusia County Sheriff’s Office. He expressed support of Item 7I regarding the Fixed Base Operator (FBO) Category 4 Certification for Bullard Aviation Services, Inc. and requested an update on the airport’s obstruction survey to ensure safety.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Deletion of the I-2, Heavy Industrial Zoning District

City Clerk Susan C. Dauderis read by title only:

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. **(SECOND READING)**

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-56, 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

Item #8B – Annexation, Benton Street Parcels

City Clerk Susan C. Dauderis read by title only:

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. **(SECOND READING)**

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Ordinance No. 2023-57, on second reading, as read by title only.

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

Item #8C – Annexation, 1113 & 1117 North U.S. Highway 1

City Clerk Susan C. Dauderis read by title only:

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. **(SECOND READING)**

Commissioner Sargent moved, seconded by Commissioner Tolland, for approval of Ordinance No. 2023-58, 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 #8D – Downtown CRA Public Art Traffic Signal and Streetlight Cabinet Wrap Project

City Clerk Susan Dauderis read by title only:

RESOLUTION NO. 2023-217
A RESOLUTION OF THE CITY COMMISSION, ALSO ACTING AS THE COMMUNITY REDEVELOPMENT AGENCY, OF THE CITY OF ORMOND BEACH, FLORIDA, AUTHORIZING THE EXECUTION AND ISSUANCE OF A PUBLIC ART ORDER APPROVING OF NINE TRAFFIC SIGNAL AND TWO STREETLIGHT CABINET WRAPS TO BE LOCATED ALONG WEST AND EAST GRANADA BOULEVARD, IN ACCORDANCE WITH CHAPTER 18, PUBLIC ARTS PROGRAM IN THE DOWNTOWN OVERLAY DISTRICT, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES; AND SETTING FORTH AN EFFECTIVE DATE.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2023-217, as read by title only.

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

Mayor Partington closed the public hearing.

Item #9 – Discussion and Direction Items

Item #9A – City Attorney Evaluation

Commissioner Tolland conveyed her appreciation to City Attorney Randy Hayes for protecting the community's citizens and his guidance.

Commissioner Sargent thanked Mr. Hayes for his guidance, leadership and dedication.

Commissioner Persis praised Mr. Hayes for his professionalism, knowledge, community engagement, and appropriate legal advice.

Commissioner Briley recognized Mr. Hayes for his experience, leadership, and availability to the community, noting many of Mr. Hayes' positive attributes.

Mayor Partington read his evaluation comments, noting Mr. Hayes' experience, hard work and legal acumen.

Commissioner Briley moved, seconded by Commissioner Persis, for acceptance of the City Attorney evaluation.

The motion passed by voice vote.

Item #9B – City Manager Evaluation

Commissioner Briley thanked City Manager Joyce Shanahan for her leadership and management of city employees, stating she is an asset to the city.

Commissioner Persis described Ms. Shanahan as an incredible role model, a great leader, knowledgeable, and a professional representative of the city, noting Ormond Beach is fortunate to have her.

Commissioner Sargent expressed gratitude to Ms. Shanahan for serving as city manager and expressed support of continuing collaboration with her.

Commissioner Tolland read her comments from the evaluation, noting many of Ms. Shanahan's positive attributes as a leader.

Mayor Partington read his comments noting Ms. Shanahan was the top City Manager in the nation based on work ethic, integrity, open door policy and willingness to work with everyone. He discussed the Commission's support of Ms. Shanahan. He stated he believed he may have missed a section in the evaluation as she should have received top scores from his review. *(As prepared: Total Cumulative Points 268.5/Cumulative Average 4.88; As corrected: Total Cumulative 273.5/Cumulative Average 4.97)*

Commissioner Briley moved, seconded by Commissioner Sargent, for acceptance of the City Manager evaluation.

The motion passed by voice vote.

Item #10 – Reports, Suggestions, Requests

Appreciation and Events

Ms. Shanahan thanked the Commission for their kind comments on her evaluation, and thanked staff for their dedication and the Commission for their leadership.

She invited the Commission to the Starry Starry Night Celebration and the Martin Luther Prayer Breakfast.

Ms. Claire Whitley, Assistant City Manager, thanked the Commission for their comments during the evaluation items for Ms. Shanahan and Mr. Hayes.

Mr. Hayes thanked the Commission for their kind comments, stating it was a pleasure to work for the Commission and with City Manager.

Commissioner Persis congratulated Leisure Services Director Robert Carolin for his team's flawless preparation of the Ormond Beach Christmas Parade.

Commissioner Briley thanked Mr. Carolin on a job well done on the parade and expressed gratitude for the opportunity to take part.

Commissioner Tolland stated her family had a great time at the parade and noted she enjoyed the lights throughout the city.

Commissioner Sargent expressed gratitude to Mr. Carolin and Mr. Brian Daly, parade organizer, for a job well done.

Mayor Partington praised the parade as the best ever. He discussed events he attended, including Homac's 60th anniversary.

City Hall Landscape Renovations

Ms. Shanahan inquired if the Commission would like to see the PowerPoint for Items 6A and 7A regarding Bid Award for the City Hall Landscape Renovations; whereby, the Commission agreed.

Mr. Alex Schumann, City Engineer, presented a slideshow of the City Hall Landscaping Renovations, emphasizing the landscape ordinance concept, native and xeric plants, Florida Friendly Landscape Principles, and how City Hall meets requirements.

Commissioner Sargent expressed support for the planned landscaping and art project at city hall. He said in order to be more energy efficient, he would like to see metal halide lighting replaced with LED lights.

Traffic Calming

Ms. Shanahan addressed traffic calming measures on Ocean Terrace, indicating the voting handbook will be revised by spring and one of Ocean Terrace's two speed tables will be removed as it was a staff action item.

Mayor Partington expressed support for keeping one speed table on the roadway to assist the residents.

Commissioner Tolland expressed her support and requested residents be informed prior to any changes taking place.

He expressed his gratitude to Public Works Director Shawn Finley and his team for their diligence and commitment in managing delicate matters.

Police Department Body Cameras

Ms. Shanahan confirmed the cameras approved by Item 7F would have the same technology as the Volusia County Sheriff's office.

Condolences

Commissioner Persis praised staff for organizing the ceremony for fallen Ormond Beach Police Officer Michael Bakaysa, saying she would never forget it.

Commissioner Briley thanked staff for Officer Bakaysa's beautiful ceremony. He noted the Commission should also be aware of the loss of former Ormond Beach Sargent Barry J. Biss, and stated the Biss family will be remembered. He read a tribute in honor of Mr. Thomas and his late wife Ms. Sally Thomas.

Commissioner Tolland emphasized how heartfelt and exquisite the ceremony honoring Officer Bakaysa was and expressed support for the Thomas family.

Requests

Commissioner Sargent requested to look into the different airport FBO categories and review the contracts.

Item #11 – Adjournment

The meeting was adjourned at 8:06 p.m.

APPROVED: January 9, 2024

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach

AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.A

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-01
Strategic Goal:	Governance - Other		
Department:	Support Services		
Subject:	Historical Landmark Preservation Board - Casements Guild		
Summary:	This item replaces the Casement Guild representation on the Historic Landmark Preservation Board (HLPB).		
Financial Impact:	There is no budget impact associated with this item.		
Citizen Impact:	It is beneficial for all positions on the HLPB 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 Casement Guild Representative nomination of Lari Knochenmus as a member of the HLPB to complete the current term vacated by Dr. Sue Easton.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	24- 01 Historic Landmark Preservation Bd appointment - Replacement for Casement representative		
Approval:	Kelly McGuire, Finance Director 12/18/2023 Claire Whitley, Assistant City Manager 12/27/2023 Joyce Shanahan, City Manager 12/28/2023		

RESOLUTION NO. 2024-01

A RESOLUTION APPOINTING A MEMBER TO SERVE ON THE HISTORIC LANDMARK PRESERVATION 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. Lari Knochenmus is hereby appointed to serve as a member of the Historic Landmark Preservation Board, as the appointee of The Casements Guild to complete the two-year term of Sue Easton, whose term expires the day prior to the first regularly scheduled city commission meeting in January of each odd-numbered year.

SECTION TWO. The said appointee shall serve without compensation for such service in accordance with Article VI, Chapter 2, of the City of Ormond Beach *Code of Ordinances*, and Section 1-17 of the *Land Development Code*.

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

From: [Susan Easton](#)
To: [Miller, Marcella](#)
Cc: [Lari Knochenmus](#)
Subject: replacement for Casement representative
Date: Monday, December 11, 2023 11:41:17 AM

[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.

Hello Marcella,

As of January 1, 2024, I will be replaced as the Casement Guild representative on the Historic Preservation Committee by Lari Knochenmus. I will be moving to Orlando and can no longer serve on this board.

Lari is a Board member on the Casements Guild. I have given her the schedule for 2024, and copied her in on this email so that you can reach out to her directly.

Her email address is:

lknochenmus@gmail.com

Thank you for your professionalism in being the point of contact for the Historic Preservation Board.

Sincerely,

Dr. Sue Easton



City of Ormond Beach AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.B

Section:	CONSENT AGENDA														
Item Category:	Consent - Resolution	Res./Ord. No:	2024-02												
Strategic Goal:	Quality of Life - Other														
Department:	Finance - Grants														
Subject:	CDBG FY 2023-24 Subrecipient Agreement														
Summary:	On June 6, 2023, the City Commission approved Res No. 2023-97 authorizing the submittal of the FY 2023-24 Annual Plan to Volusia Co. for funding of \$178,621. The Subrecipient Agreement is consistent with the CDBG program provisions previously approved by the City Commission. The CDBG programmed activities approved for FY 2023-24 include the following: <table><tr><td>FY 2023-2024</td><td></td></tr><tr><td>Public Improvements</td><td></td></tr><tr><td>South Ridgewood Avenue Sidewalk (Granada Blvd. to Central Ave. – East Side) – Remove existing 3.5', 4' & 5' wide non-ADA deteriorated sidewalk and replace with a new 5' wide ADA compliant sidewalk. This project also includes ADA compliant detectable mats and curbing. The bid alternate sections will be: 1) Central Avenue to Mound Avenue 2) Mound Avenue to Fairview Avenue</td><td>\$ 151,828</td></tr><tr><td>Public Services</td><td></td></tr><tr><td>Hope Place – Funding to be used to pay for greatly increased utility costs to support the facility. The suggested budget is the maximum allowed based on the total estimated allocation (15% of total annual allocation) for public service activities.</td><td>\$ 26,793</td></tr><tr><td>Total</td><td>\$ 178,621</td></tr></table> On February 2019, staff was notified of the City's new CDBG Priority			FY 2023-2024		Public Improvements		South Ridgewood Avenue Sidewalk (Granada Blvd. to Central Ave. – East Side) – Remove existing 3.5', 4' & 5' wide non-ADA deteriorated sidewalk and replace with a new 5' wide ADA compliant sidewalk. This project also includes ADA compliant detectable mats and curbing. The bid alternate sections will be: 1) Central Avenue to Mound Avenue 2) Mound Avenue to Fairview Avenue	\$ 151,828	Public Services		Hope Place – Funding to be used to pay for greatly increased utility costs to support the facility. The suggested budget is the maximum allowed based on the total estimated allocation (15% of total annual allocation) for public service activities.	\$ 26,793	Total	\$ 178,621
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Total	\$ 178,621														

	Area (<i>map attached</i>) designating low/mod income areas. Since the last map update in 2015, two new areas were added: one on the peninsula and one in the southwest portion of the City.
Financial Impact:	City's budget will not be affected by the approved use of CDBG funds. City would be reimbursed by Volusia Co. for the project costs.
Citizen Impact:	The activities recommended for the CDBG FY 2023-24 Annual Plan will benefit citizens located within the City's CDBG priority area primarily, and secondarily by those who visit the area. The public service activity will provide benefit to the homeless population.
Recommended Action (Staff, Advisory Board and/or Other):	Authorize the Mayor and City Manager to execute the CDBG FY 2023-24 Subrecipient Agreement with Volusia County.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 24-02 CDBG Subrecipient Agmt (P23-0235G) 2. FY 23-24 CDBG Agreement Ormond Beach LTR 3. FY 23-24 CDBG Agreement Ormond Beach 4. Updated_Proposed_and_Old_CDBG_2019
Approval:	Kelly McGuire, Finance Director 12/18/2023 Claire Whitley, Assistant City Manager 12/27/2023 Joyce Shanahan, City Manager 12/28/2023

RESOLUTION NO. 2024-02

A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT FOR FISCAL YEAR 2023-2024 BETWEEN THE CITY AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City and the County of Volusia desire to enter into a Community Development Block Grant Subrecipient Agreement for the 2023-2024 Fiscal Year, and

WHEREAS, on June 6, 2023, the City Commission approved Resolution No. 2023-97 authorizing submittal of the Fiscal Year 2023-2024 Annual Plan to Volusia County, and

WHEREAS, the proposed 2023-2024 Subrecipient Agreement, attached hereto and incorporated herein by reference, is consistent with the CDBG budget provisions previously approved; 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 Community Development Block Grant Subrecipient Agreement between the City of Ormond Beach and the County of Volusia for Fiscal Year 2023-2024.

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



November 21, 2023

Joyce Shanahan, City Manager
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175

Re: FY 2023/24 Community Development Block Grant (CDBG) Subrecipient Agreement

Dear Joyce Shanahan:

Enclosed are two (2) copies of the County of Volusia Subrecipient Agreement with the City of Ormond Beach for the 2023/24 fiscal year. Please review, sign both copies, and return to the Community Assistance Division, 121 W. Rich Avenue, DeLand, FL 32720. An executed original will be mailed to you once the U.S. Department of Housing and Urban Development has authorized the expenditure of funds. **An Authorization to Proceed will be issued only after the agreement has been fully executed and an environmental review has been completed for the city's activity.**

Should you have any questions or concerns regarding the enclosed subrecipient agreement, please feel free to contact me at (386) 736-5955 extension 15593.

Sincerely,

A handwritten signature in blue ink that reads "Eva Colee".

Eva Colee, Grants Planner
Housing and Grants Administration

cc: Loretta Moisio

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2023/24**

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**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2023/24**

This AGREEMENT is made by and between THE COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the “COUNTY”) and CITY OF ORMOND BEACH, a governmental entity located in Volusia County, Florida (hereinafter referred to as the “SUBRECIPIENT”).

WITNESSETH:

WHEREAS, the COUNTY has the authority to enter into a binding agreement for the expenditure of all or a portion of its Community Development Block Grant (CDBG) funds; and

WHEREAS, the regulations of 24 CFR 570, (as now in effect and as may be amended from time to time), which are incorporated by reference, constitute a part of this AGREEMENT; and

WHEREAS, the COUNTY has determined that the SUBRECIPIENT, through its participation in the County of Volusia Urban County Community Development Block Grant, meets the requirement for subrecipients as defined at 24 CFR 570.500(c); and

NOW, THEREFORE, in consideration of the mutual understanding and agreements set forth herein, the COUNTY and the SUBRECIPIENT or its authorized agent (“Agent”) agree as follows:

1. **Responsibility for Grant Administration:** In accordance with Subpart J of 24 CFR 570, the COUNTY is responsible for ensuring the administration of CDBG funds in accordance with all program requirements. The use of subrecipients or contractors does not relieve the COUNTY of this responsibility. The COUNTY is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise, such as those actions described in 24 CFR 570-910.
2. **Other Program Requirements:** This AGREEMENT shall require the SUBRECIPIENT and/or its Agent, as applicable, to carry out each activity in compliance with all federal laws and regulations in Subpart K of 24 CFR 570 as further described in ATTACHMENT III—Certifications and Other Regulations, which is attached hereto and made a part hereof as if fully rewritten, except that:
 - a. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY’S environmental responsibilities as described in 24 CFR 570.604; and

- b. Neither the SUBRECIPIENT nor its Agent, as applicable, is required to comply with the Uniform Relocation Assistance (URA) and Real Property Acquisition Policies Act of 1970, as amended, and described in 49 CFR Part 24; and
 - c. Neither the SUBRECIPIENT nor its Agent, as applicable, assumes the COUNTY'S responsibility for initiating the governmental review process under Executive Order 12372, as described at 24 CFR 576.612.
- 3. **Scope of Services:** The SUBRECIPIENT or its Agent, as applicable, hereby agrees to allow expenditure of "Urban County CDBG" funds, as defined in 24 CFR 570.3, within its jurisdiction. The COUNTY, SUBRECIPIENT or its Agent, as applicable, hereby agrees to utilize funds made available under the CDBG Program for the purpose of implementing activities as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK, which is attached hereto and made a part hereof as if fully rewritten. Changes in ATTACHMENT I—STATEMENT OF WORK may be requested from time-to-time by the COUNTY or the SUBRECIPIENT or its Agent, as applicable, and shall be incorporated as written amendments to this AGREEMENT. The SUBRECIPIENT or its Agent, as applicable, certifies that the Community Development project(s) provided for herein shall be given maximum feasible priority to activities that benefit low-or moderate-income families, according to the metrics set forth in 24 CFR 570.3, or aid in the prevention or elimination of slums or blight.
- 4. **Time of Performance:** This AGREEMENT shall take effect from October 1, 2023 through and including September 30, 2024. If necessary, the performance period of the AGREEMENT may be extended through a formal amendment process initiated by a written request from the SUBRECIPIENT.
- 5. **Compensation:** The COUNTY shall compensate the SUBRECIPIENT or its Agent, as applicable, for all allowable and eligible expenditures made for those community development project(s) for which they are responsible as described in SECTION A—Activity Responsibility and Description of ATTACHMENT I—STATEMENT OF WORK. Compensation shall be made in accordance with the budget schedule set forth in ATTACHMENT II—BUDGET, which is attached hereto and made a part hereof as if fully rewritten. Compensation shall be provided during the term of this AGREEMENT.
- 6. **Method of Payment:** Subject to receipt of funds from the United States Treasury, the COUNTY agrees to reimburse the SUBRECIPIENT or its Agent, as applicable, for authorized expenditures for which vouchers and other similar documentation to support payment expenses are maintained by the SUBRECIPIENT or its Agent, as applicable, under generally accepted accounting principles and procedures approved by the COUNTY and outlined in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. The documentation required to support reimbursement requests from the COUNTY are listed in ATTACHMENT V. A reimbursement request received with all the necessary backup and compliance verification will be classified as a proper invoice and processed as such. All payments by the COUNTY shall be governed by the Florida Prompt Payment Act (Part VII of Chapter 218, Florida Statutes), as applicable.

7. **Compliance with Regulations:** The SUBRECIPIENT and its Agent shall comply with the applicable uniform administrative requirements as described in 24 CFR 570.502, including those listed in ATTACHMENT III-CERTIFICATION AND OTHER REGULATIONS, which are attached hereto and made a part hereof as if fully rewritten.
8. **Maintenance and Availability of Records:** In connection with the AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, shall maintain all accounting and client records and documents, papers, maps, photographs, other documentary materials, and any evidence pertaining to costs incurred, as more fully described in ATTACHMENT IV-RECORDS TO BE MAINTAINED, which is attached hereto and made a part hereof as if fully rewritten.

Copies of all CDBG related records generated by the SUBRECIPIENT or its Agent, as applicable, shall be available for inspection by the Department of Housing and Urban Development, the Comptroller General of the United States, and any authorized representative of the COUNTY.

Such records shall be available at the SUBRECIPIENT or its Agent's offices, as applicable, at all reasonable times during the contract period and kept for a period of five (5) years after expiration of this AGREEMENT. If a claim, investigation, or litigation is pending after what is assumed to be final payment, such pending action is deemed to have cancelled the final payment date. In such a case, the retention period will not commence again until final settlement of the claim, investigation or litigation.

This Section 8 shall be in addition to, and not in lieu of, the Florida Public Records law requirements set forth in Section 22 herein.

9. **Request for Monthly Reimbursement and Expense Summary:** The form provided in ATTACHMENT V and other such documentation as described above shall be submitted to the COUNTY by the 10th day of each month for the preceding month. All required reports and backup documentation, as described in ATTACHMENT V, must be provided for the COUNTY to accept the request as a proper invoice for payment. The payment request will be rejected if all required documentation is not provided, or if the project has not met Davis-Bacon Fair Labor Standard compliance requirements during the period of the payment request. The COUNTY shall process and make payment to the SUBRECIPIENT in accordance with the Florida Prompt Payment Act, as applicable, for reimbursement requests received that meet the requirements of a proper invoice.
10. **Program Income:** All income received from CDBG funded activities shall be considered program income and subject to the requirements set forth in 24 CFR 570.504 (c) of the CDBG regulations. The AGREEMENT, ATTACHMENT II – BUDGET, specifies whether program income received is to be returned to the COUNTY or retained by the SUBRECIPIENT and/or its Agent, as applicable.

11. **Reversion of Assets:** Upon expiration of this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, agrees to transfer to the COUNTY any CDBG funds on hand at the time of expiration and shall assign any accounts receivable attributable to the use of CDBG funds to the County. It shall also ensure that any real property under the SUBRECIPIENT or its Agent's control, as applicable, that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is either:
- a. Used to meet one of the National Objectives in 24 CFR 570.208 until 5 years after expiration of the AGREEMENT, or such longer period of time as determined appropriate by the COUNTY; or
 - b. Is disposed of in a manner that results in the COUNTY being reimbursed in the amount of the current fair market value of property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. (Reimbursement is not required after the period of time specified in Paragraph 11.a. above).
12. **Subcontracting:** All work or services covered by this AGREEMENT, which is subcontracted, shall be specified by written contract and subject to all provisions of this AGREEMENT. **All subcontracts must be submitted to the County for its prior written approval and are subject to such approval prior to any execution thereof.**
13. **Suspension and Termination:** The COUNTY may terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, and may recover any CDBG funds at its discretion if the SUBRECIPIENT or its Agent, as applicable:
- a. Violates any provision of this AGREEMENT; or
 - b. Violates any provision of the Housing and Community Development Acts of 1974 and 1977, as amended; or
 - c. Violates any applicable regulations or terms and conditions of approval of the applications that the Secretary of Housing and Urban Development has issued or shall subsequently issue during the period of this AGREEMENT; or
 - d. Fails to complete performance in a timely manner; or
 - e. Files for bankruptcy (voluntary or involuntary); becomes subject through appointment by any court to a receiver taking possession of substantially all of its assets or remaining in receivership in excess of 60 days; has substantially all of its assets attached, subject to execution or other judicial seizure; or does not perform as required under this Agreement.

The COUNTY may also terminate this AGREEMENT and such additional supplemental agreements hereafter executed, in whole or in part, by giving the SUBRECIPIENT or its Agent, as applicable, 30 days' written notice, in the event that the Secretary of HUD shall:

f. Withdraw funds allocated to the COUNTY under its application for program activities that substantially prevent performance of the Community Development program in the COUNTY;

g. Terminate the COUNTY'S funding allocation pursuant to an Act of Congress.

14. **Audit:** The SUBRECIPIENT and its Agent, as applicable, shall comply with the audit requirements set forth in 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

15. **Conflict of Interest:** The SUBRECIPIENT certifies that it and its Agent, as applicable, maintains a code or standards of conduct that govern the performance of its officers, employees or agents engaged in the awarding and administration of contracts using Federal funds.

Except for the use of CDBG funds to pay for salaries and other related administrative or personnel costs, the SUBRECIPIENT certifies that no employee, agent, or officer of the SUBRECIPIENT or its Agent, as applicable, who exercises decision making responsibility with respect to CDBG funds and activities, is allowed to obtain a financial interest in or benefit from CDBG activities, or have a financial interest in any contract, subcontract or agreement regarding those activities or in the proceeds of the activities. Specifically:

- a. This requirement applies to any person who is an employee, agent, consultant, officer, or elected or appointed official of the grantee, designated public agency, SUBRECIPIENT or its Agent; and to their immediate family members, and business partner(s).
- b. The requirement applies for such persons during their tenure and for a period of one year after leaving the grantee, SUBRECIPIENT or its Agent, as applicable, organization.
- c. It is applicable to the procurement of supplies, equipment, construction, and services; acquisition and disposition of real property; provision of assistance to individuals, businesses and other private entities for all eligible activities (Section 570.201-205); and provision of loans to individuals, businesses and other private entities.
- d. Upon written request, exceptions may be granted by HUD after consideration of the cumulative effect of various factors on a case-by-case basis, and only with: (a) full disclosure of the potential conflict, and (b) a legal opinion of the grantee's attorney that there would be no violation of state or local laws in granting the exception.

16. **Indemnification:** The SUBRECIPIENT and its Agent, as applicable, shall hold harmless, defend and indemnify the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with

whom the County has agreed by contract to provide additional insured status, the U.S. Department of Housing and Urban Development, and any other governmental agencies or subdivisions, and their officers, agents and employees, from, or on any account of, any and all claims, actions, lawsuits, losses, expenses, injuries, damages, judgments or liabilities of any kind whatsoever that arise from the SUBRECIPIENT'S, or its Agent's, employees', or officers' performance or non-performance of the terms of this AGREEMENT.

17. **Additional Provisions:** Notwithstanding anything set forth in this AGREEMENT to the contrary, nothing in this AGREEMENT shall be deemed as a waiver of immunity or limits of liability of the COUNTY beyond any statutory limited waiver of immunity or limits of liability (Section 768.28, Florida Statutes), which may have been or may be adopted by the Florida Legislature liability in tort, and, unless otherwise further limited by state or federal law, the cap on the amount and liability of the COUNTY for damages arising from any claims related to this AGREEMENT, regardless of the number or nature of claims or whether such claim sounds in tort, equity, or contract, shall not exceed the dollar amount set by the Florida legislature for tort damages. Further, nothing in this AGREEMENT shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY OF VOLUSIA, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of state or federal law, except as may be expressly provided herein.
18. In no event shall the COUNTY be liable to the SUBRECIPIENT or its Agent, as applicable, for any incidental, indirect, special, punitive or consequential damages even if the COUNTY knew or should have known about the possibility of such damages for any provision of this AGREEMENT.
19. The SUBRECIPIENT shall, and shall ensure that its Agent, as applicable, shall at its own expense, defend, indemnify and hold harmless the COUNTY, including its districts, authorities, separate units of government established by law, ordinance or resolution, partners, elected and non-elected officials, employees, agents, volunteers, and any party with whom the County has agreed by contract to provide additional insured status,, from and against all liabilities, claims, demands, actions, causes of action, losses, damages, costs and expenses (including reasonable attorneys' fees) which may arise under any claim or cause of action whatsoever, contract, equity or tort (including personal injury, death, and damage to tangible property) to the extent caused by the SUBRECIPIENT's or its Agent's, as applicable, negligence or intentional tortious conduct in the performance of this AGREEMENT.
20. Notwithstanding the provisions of Paragraph 17, the SUBRECIPIENT and its Agent, shall save, indemnify, and hold the COUNTY harmless from any and all claims and actions from the SUBRECIPIENT's Subcontractors for payment for Services and Software provided by Subcontractors for the SUBRECIPIENT or its Agent, as applicable, under this AGREEMENT.
21. **Venue / Jurisdiction / Attorney's Fees.** This AGREEMENT shall be governed by the laws of the State of Florida and the Code of Ordinances of the County of Volusia, Florida. Venue for and jurisdiction over any civil lawsuit filed in connection with this AGREEMENT shall, if in state court, be in the 7th Judicial Circuit in and for Volusia

County, Florida, or, if in federal court, in the Middle District of Florida, Orlando Division. In any civil dispute arising from this AGREEMENT, the parties agree to bear their own attorneys' fees and costs, unless otherwise expressly provided herein.

22. **PUBLIC RECORDS.** Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Subrecipient with this statement and establish the following requirements as contractual obligations pursuant to the AGREEMENT:

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5955, communityassistance@volusia.org, or by mail, Community Assistance Division, Attn: Public Records Custodian, 121 W. Rich Ave., DeLand, FL 32720.

By entering into this AGREEMENT, Subrecipient acknowledges and agrees that any records maintained, generated, received, or kept in connection with or related to the performance of services provided under this AGREEMENT are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Subrecipient entering into an AGREEMENT for services with the County is required to:

- A. Keep and maintain public records required by the County to perform the services and work provided pursuant to this AGREEMENT.
- B. Upon request from the County's custodian of public records, provide the County 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 AGREEMENT term and following completion or termination of the AGREEMENT if the Subrecipient does not transfer the records to the County.
- D. Upon completion or termination of the AGREEMENT, transfer, at no cost, to the County all public records in the possession of the Subrecipient or keep and maintain public records required by the County to perform the service. If the Subrecipient transfers all public records to the County upon completion or termination of the AGREEMENT, the Subrecipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion or termination of the AGREEMENT, the Subrecipient

shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

Pursuant to current state law, requests to inspect or copy public records relating to the County's AGREEMENT for services must be made directly to the County. If Subrecipient receives any such request, Subrecipient shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Subrecipient of such request, and the Subrecipient must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

Subrecipient acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes. Subrecipient further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County. Subrecipient shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Subrecipient's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Subrecipient's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. Subrecipient authorizes County to seek declaratory, injunctive, or other appropriate relief against Subrecipient from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

23. SUBRECIPIENT acknowledges the COUNTY's obligations under Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes (commonly known as the Florida Government in the Sunshine Law (the "Sunshine Law")), the SUBRECIPIENT acknowledges that the COUNTY is required to comply with Article 1, Section 24, Florida Constitution and Chapter 286, Florida Statutes. SUBRECIPIENT and its Agent, as applicable, agrees to comply with these laws and any other laws related to complying with the Sunshine Law, to require any Subcontractors to comply with all laws, as applicable, and to assist COUNTY in complying with the same as it relates to all aspects of this AGREEMENT.
24. The SUBRECIPIENT and its Agent, as applicable, agrees to maintain such financial records and other records as may be prescribed by the COUNTY or by applicable federal and state laws, rules, and regulations. COUNTY shall have the right to audit the books, records, and accounts of the SUBRECIPIENT and its Agent, as applicable, that are directly related to this AGREEMENT. The SUBRECIPIENT shall, and shall require its Agent, as applicable, to keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this AGREEMENT. The SUBRECIPIENT and its Agent, as applicable, shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this AGREEMENT for the required retention period of the Florida Public

Records Act (Chapter 119, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this AGREEMENT. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to the SUBRECIPIENT's or its Agent's records, as applicable, the SUBRECIPIENT and its Agent shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by the SUBRECIPIENT or its Agent, as applicable. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

25. Any legal notice or other communication required or permitted to be made or given by either party pursuant to this AGREEMENT will be in writing, in English, and will be deemed to have been duly given: (i) five (5) business days after the date of mailing if sent by registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of the notice is promptly sent by another means specified in this section; or (iii) when delivered if delivered personally or sent by express courier service. All notices will be sent to the other party at its address as set forth below or at such other address as the party may specify in a notice given in accordance with this section.

In the case of County:	with a copies of legal notices to:
County of Volusia Attn: Carmen Hall Director, Community Assistance Address: 121 W. Rich Ave. DeLand, FL 32720 Phone: (386) 736-5955 Fax: (386) 740-5112	County of Volusia Attn: County Attorney Address: 123 W. Indiana Ave. Room 301 DeLand, FL 32720 Phone: (386) 736-5950 Fax: (386) 736-5990
In the case of SUBRECIPIENT :	with a copy of legal notices to:
City of Ormond Beach Attn: Joyce Shanahan, City Manager Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3200 Fax: (386) 676-3384	Attn: Randy Hayes, City Attorney Address: P.O. Box 277 Ormond Beach, FL 32175 Phone: (386) 676-3392 Fax: (386) 676-3321

26. Each party will act in good faith in the performance of its respective responsibilities under this AGREEMENT and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under this AGREEMENT.
27. This Agreement shall not be assigned, transferred, or encumbered by SUBRECIPIENT unless authorized by the COUNTY in writing as a modification to this Agreement.
28. By entering into this AGREEMENT, the SUBRECIPIENT or its Agent, as applicable, and the COUNTY hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this AGREEMENT for any litigation limited solely to the parties of this AGREEMENT and to the Agent of SUBRECIPIENT, as applicable.
29. If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this AGREEMENT shall remain in full force and effect unless the COUNTY or the SUBRECIPIENT elect to terminate this AGREEMENT. An election to terminate this AGREEMENT based upon this provision shall be made within seven (7) days after the finding by the court becomes final. Prior to terminating this AGREEMENT, the parties may agree to substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.
30. This Agreement and attached exhibits and amendments thereto constitute the full and complete understanding between the parties.
31. **Amendments:** Upon mutual consent of both parties, this AGREEMENT may be amended in writing.

**COUNTY OF VOLUSIA/
CITY OF ORMOND BEACH
COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT FY 2023/24**

SIGNATURE PAGE

IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.

Joyce Shanahan
City Manager
City of Ormond Beach

Date

Carmen Hall
Community Assistance Director
County of Volusia

Date

Bill Partington
Mayor
City of Ormond Beach

Date

ATTACHMENT I – STATEMENT OF WORK

SECTION A – ACTIVITY RESPONSIBILITY AND DESCRIPTION

The organization responsible for implementing each activity and a brief description of the activity is identified below. Implementation of these activities shall comply with the regulations of 24 CFR 570, as now in effect and as may be amended from time to time.

The COUNTY shall:

1. Be responsible for monitoring all programmatic regulations, to provide review and certification that environmental regulations have been adhered to, and providing technical assistance as requested.
2. Be responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.
3. The COUNTY Housing and Grants Staff shall review and approve, prior to execution, all procurement procedures and subcontracts for compliance with the Davis-Bacon Fair Labor Standards Provisions, Minority and Women's Business Enterprise (MWBE) affirmative requirements, Executive Order 11246, Section 3 of Housing and Urban Development Act of 1968, Federal Debarment/Suspension of contractors, and other applicable federal labor and equal opportunity requirements.

The SUBRECIPIENT shall be responsible for implementing the following activities:

1. South Ridgewood Avenue Sidewalk Improvement: Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the East side of South Ridgewood Ave. from Granada Blvd. to Fairview Ave.
2. Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for electric, propane, gas, water, phone, internet, and garbage pickup.
3. Be responsible for ensuring that funds distributed are used in accordance with CDBG guidelines by extending all provisions of this subrecipient agreement to written agreements with funded agency. The SUBRECIPIENT will perform programmatic monitoring of this agency and maintain records documenting this monitoring.
4. Be responsible for contacting the Volusia County Community Assistance Housing and Grants Staff **prior** to implementing any phase of construction of the above listed activities. The City agrees to inform and include the Housing and Grants Staff in all pre-bid, bid, pre-construction, or any other applicable meeting related to the above listed activities
5. Be responsible for compliance with all Davis-Bacon Fair Labor Standard regulations with regard to the above listed construction projects. The City agrees to provide

certified payroll and contractors invoices related to the above listed activities to the Volusia County Housing and Grants Staff for approval **prior** to requesting reimbursement for any expenditure.

SECTION B – AREA SERVICES

Persons residing in the geographic location of the following Census Tracts and Block Groups will benefit from the above listed activities. The percentage of low/moderate income persons residing in each Census Tract and Block Group, as defined by the American Community Survey data, is shown below.

Activity	Census Tract(s)/ Block Group(s)	Percentage Low/Moderate Income Persons
Capital Projects		
South Ridgewood Avenue Sidewalk Improvement	80600/2	53.85%
Public Services		
Hope Place Public Service	N/A	N/A

SECTION C – WORK SCHEDULE

SUBRECIPIENT

Description of Activities	Time	Quantity	Milestone
<u>South Ridgewood Avenue Sidewalk Improvement</u> : Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the East side of South Ridgewood Ave. from Granada Blvd. to Fairview Ave.	October 1, 2023 to September 30, 2024	1015 LMI Persons	Completion by September 30, 2024
<u>Hope Place Public Service</u> : Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for electric, propane, gas, water, phone, internet, and garbage pickup.		N/A	

SECTION D – WORK REVISIONS

The work elements contained herein set forth specific objectives, activities, and schedules. Requests to revise Section A through C may be deemed necessary by the SUBRECIPIENT or its Agent, as applicable. Any revision is subject to prior written approval by the COUNTY.

SECTION E – LEVELS OF ACCOMPLISHMENT – GOALS AND PERFORMANCE MEASURES

The Subrecipient agrees to provide the following level of program services:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units per Year</u>
South Ridgewood Avenue Sidewalk Improvement	N/A	1015 LMI Persons
Hope Place Public Service	N/A	N/A

Note: Units means the number of low- and moderate-income persons residing in the area that will benefit directly from new or improved access to an infrastructure or public facility benefit and those persons who have low- and moderate-incomes.

SECTION F – RECORDS AND REPORTS TO BE PROVIDED AND MAINTAINED

Records and reports to be provided to the COUNTY:

1. The SUBRECIPIENT and/or its Agent shall provide on a monthly basis until the AGREEMENT is closed, the Request for Funds Reimbursement Form, ATTACHMENT V to this AGREEMENT. The Request for Funds Reimbursement Form contains five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action. **Each section must be completed and submitted on a monthly basis regardless of the activity level until the Agreement is closed.**
 - The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
 - Section II A – CDBG Capital Project Status Report must be submitted for the following activities: South Ridgewood Avenue Sidewalk Improvement.
 - Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
 - Section IV - Plan of Action (POA) must be submitted for the following activities: South Ridgewood Avenue Sidewalk Improvement.
 - i. If any of the dates in the POA attached to this agreement change by 60 days or more, the SUBRECIPIENT must submit an amendment request to amend the POA.
2. The SUBRECIPIENT and/or its Agent shall provide other reports as may be prescribed by the COUNTY or the Secretary of HUD from time to time.

Records to be maintained by the SUBRECIPIENT:

The SUBRECIPIENT and/or its Agent shall maintain all required records, which are applicable to the CDBG-assisted activity, as set forth in ATTACHMENT IV to this AGREEMENT.

ATTACHMENT II – BUDGET

The total amount of CDBG funds allocated to community development activities in City of Ormond Beach is **\$178,621**. The following chart provides details as to the organization responsible for implementing each of the activities, a description of the activities and the amount of funds budgeted for the activity.

RESPONSIBILITY	DESCRIPTION OF ACTIVITY	BUDGET
City of Ormond Beach	<u>South Ridgewood Avenue Sidewalk Improvement:</u> Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the East side of South Ridgewood Ave. from Granada Blvd. to Fairview Ave.	\$151,828
City of Ormond Beach	<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for electric, propane, gas, water, phone, internet, and garbage pickup.	\$26,793
TOTAL		\$178,621

In the event Program Income is generated, such income shall be returned to the COUNTY.

ATTACHMENT III – CERTIFICATION AND OTHER REGULATIONS

SECTION A – APPLICABILITY OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The COUNTY, SUBRECIPIENT and their Agents which are, or represent governmental entities, shall comply with the requirements and standards, and any revisions or amendments thereto, of 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and with the applicable portions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" as provided in 24 CFR 570.502.

SECTION B – EQUAL OPPORTUNITY

The SUBRECIPIENT and their Agent agrees to comply with:

1. Title VI of the Civil Rights Act of 1964 (P.L.88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Agreement. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the SUBRECIPIENT, this assurance shall obligate the SUBRECIPIENT, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
2. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
3. Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation under, any program or activity funded in whole or in part with the Community Development funds.

Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24

CFR Part 8), shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.

4. Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
5. Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contracts.
6. Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, and the HUD regulations issued pursuant thereto (24 CFR Part 135), shall govern all housing rehabilitation and community development construction contracts in excess of \$200,000 where at least \$100,000 of Federal CDBG funds are used, as follows:
 - a. The work to be performed under the contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to the contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to the contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
 - c. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractors commitments under this Section 3 clause, and will post copies of the notice in conspicuous place at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The contractor agrees to include the Section 3 clause in every subcontract subject to compliance with regulations 24 CFR Part 135 and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where

the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

- e. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractors obligations under 24 CFR Part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
7. The affirmative requirements, as set forth in 24 CFR Part 85.36 (e), to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible, to include the following actions:
- a. Placing qualified small and minority businesses, and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirements permits, which encourage participation by small and minority business, and women's business enterprises;
 - e. Using the services and assistance of the Small Business Administration and the Minority Businesses Development Agency of the Department of Commerce; and
 - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) – (e) of the section.

SECTION C – INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

SECTION D – INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF THE SUBRECIPIENT, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS

No member, officer, or employee of the SUBRECIPIENT or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

SECTION E – HATCH ACT

The SUBRECIPIENT agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor shall personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.

SECTION F – DAVIS-BACON FAIR LABOR STANDARDS PROVISIONS

The SUBRECIPIENT agrees to comply with 24 CFR 570.603, Labor Standards of the Regulations published by HUD for Community Development Block Grants.

SECTION G - USE OF DEBARRED, SUSPENDED OR INELIGIBLE CONTRACTORS OR SUBRECIPIENTS.

The SUBRECIPIENT agrees to comply with the requirements of 24 CFR parts 5 and 24, which prohibit a person who is debarred or suspended from receiving Federal financial and non-financial assistance and benefits under any Federal Programs.

SECTION H – ANTI-LOBBYING

The SUBRECIPIENT agrees that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress. In connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

SECTION I – COMPLIANCE WITH ENVIRONMENTAL REQUIREMENTS

The SUBRECIPIENT agrees to comply with any conditions resulting from the COUNTY'S compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR 58.5 insofar as the provisions of such Act apply to the activities set forth in ATTACHMENT I – STATEMENT OF WORK.

SECTION J – COMPLIANCE WITH FLOOD DISASTER PROTECTION ACT

This AGREEMENT is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this AGREEMENT is approved for acquisition or construction purposes as defined under Section 3 (a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this AGREEMENT for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this AGREEMENT shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102 (2) of Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this AGREEMENT.

SECTION K – COMPLIANCE WITH AIR AND WATER ACTS

This AGREEMENT is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the COUNTY shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this AGREEMENT, the following requirements.

1. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
2. Agreement by the contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
4. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph 1 through 4 of this section in every nonexempt subcontract and requiring the contractor will take such action as the Government may direct as means of enforcing such provisions.

In no event shall any amount of the assistance provided under this AGREEMENT be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

SECTION L – HISTORIC PRESERVATION

The AGREEMENT is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The COUNTY must take into account the effect of a project on any district, site, building, structure or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for

inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.

SECTION M – ARCHITECTURAL BARRIERS

This AGREEMENT is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with the requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible To, and Usable By, the Physically Handicapped."

SECTION N – LEAD BASED PAINT

This AGREEMENT is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831 et seq.), and the Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR 570.608). The use of lead-based paint is prohibited whenever CDBG funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. Immediate lead-based paint hazards existing in residential structures assisted with CDBG funds must be eliminated, and purchasers and tenants of assisted structures constructed prior to 1978 must be notified of the hazards of lead-based paint poisoning.

SECTION O – PROPERTY DISPOSITION

Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the COUNTY. The proceeds from the disposition of real property shall be considered program income and subject to 24 CFR 570.504(c).

SECTION P – ACQUISITION/RELOCATION

This AGREEMENT is subject to providing a certification that the parties will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24 and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

SECTION Q – COMPLIANCE WITH BUILD AMERICA, BUY AMERICA ACT

The SUBRECIPIENT must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

ATTACHMENT IV – RECORDS TO BE MAINTAINED

The SUBRECIPIENT and its Agents shall establish and maintain sufficient records to enable the COUNTY and/or the Secretary of the Department of Housing and Urban Development (HUD) to determine whether the terms and condition of this AGREEMENT have been met. At a minimum, the parties shall maintain the following records for the term of the AGREEMENT and five (5) years after closure:

Section A. The COUNTY shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding, and the provision of Subpart C – Eligible Activities of 24 CFR Part 570 under which the activity is eligible for CDBG-assistance.
2. Records demonstrating that each activity undertaken pursuant to this AGREEMENT meets one of the criteria for meeting the CDBG National Objectives set forth in 24 CFR 570.208. The COUNTY will require the SUBRECIPIENT to maintain or produce records to support the activity's CDBG eligibility and its criteria for meeting the CDBG National Objectives as set forth in Section II below.
3. Records that demonstrate the COUNTY has made the determinations required as a condition of eligibility of certain activities, as prescribed in Sections 570.201(f), 570.201(i), 570.202(b)(3), 570.203(b), 570.204(a), and 570.206(f).
4. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
5. Records that demonstrate compliance with fair housing and equal opportunity laws

Section B. The SUBRECIPIENT shall maintain:

1. Records providing a full description of each activity assisted (or being assisted) with Community Development Block Grant (CDBG) funds, including its location (if the activity has a geographical locus), the amount of CDBG funds budgeted, obligated, and expended for the activity, and records pertaining to the leverage of the CDBG funds with other Federal, State, local, private or other funding.
2. For each activity determined to benefit LMI persons based on the area served by the activity:
 - a. The boundaries of the service area;
 - b. The income characteristics of families and unrelated individuals in the service area; and

- c. If the percent of LMI persons in the service area is less than 51 percent, data showing that the area qualifies under the exception criteria set forth in 24 CFR 570.208(a)(1)(ii).

NOTE: Public Facility – S. Ridgewood Avenue Sidewalk Improvement and Hope Place Public Services: These activities have been determined by the COUNTY to benefit Low Moderate Income (LMI) persons because the service areas served by the activities have at least 51 percent of the residents with low and moderate incomes.

- 3. Records to support that each activity undertaken pursuant to this AGREEMENT is eligible for CDBG-assistance and meets one of the criteria for meeting the CDBG National Objectives. Such records shall include the following information:
 - a. Documentation establishing that the facility or service is designed for and used by LMI persons, for which the regulations provide presumptive benefit to LMI persons; or
 - b. Documentation describing how the nature and, if applicable, the location of the facility or service establishes that it is used predominantly by LMI persons; or
 - c. Documentation showing the size and annual income of the family or each person receiving the benefit as defined by HUD in 24 CFR 570.3.
- 4. Records that demonstrate compliance with 24 CFR 570.505 regarding any change of use of real property acquired or improved with CDBG assistance.
- 5. Records that demonstrate compliance with the citizen participation requirements prescribed in Section 104(a)(3) of the Act, and in 24 CFR 570.301(b) and 570.305 for Entitlement Communities.
- 6. Records that demonstrate compliance with the requirements in 24 CFR 570.606 regarding acquisition, displacement, relocation, and replacement housing.
- 7. Fair housing and equal opportunity records applicable to the nature of the activity as follows:
 - a. Documentation of the actions the SUBRECIPIENT has carried out with its housing and community development and other resources to remedy or ameliorate any conditions limiting fair housing choice in the Community, and documentation of any other official actions the Community has taken that demonstrate its support for fair housing, such as development of a fair housing analysis described in 24 CFR 570.904(c).
 - b. Data on the extent to which each racial and ethnic group and single headed households (by gender of household head) have applied for, participated in, or benefited from, any program or activity funding in whole

or in part with CDBG funds. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity or gender in covered programs.

- c. Data on employment in each of the SUBRECIPIENT'S operating units funded in whole or in part with CDBG funds, with such data maintained in the categories prescribed on the Equal Employment Opportunity Commission's EEO-4 form; and documentation of any actions undertaken to ensure equal employment opportunities to all persons regardless of race, color, national origin, sex, or handicap in operating units funded in whole or in part under this part.
- d. Data indicating the race and ethnicity of households (and gender of single head of households) displaced as a result of CDBG-funded activities, together with the address and census tract of the housing units to which each displaced household relocated. Such information shall be used only as a basis for further investigation as to compliance with nondiscrimination requirements. The SUBRECIPIENT is not required by law to attain or maintain any particular statistical measure by race, ethnicity, or gender in covered programs.
- e. Data indicating the racial/ethnic character of each business entity receiving a contract or subcontract of \$10,000 or more paid, or to be paid with CDBG funds, data indicating which of those entities are women's business enterprises as defined in Executive Order 12138, the amount of the contract or subcontract, and documentation of SUBRECIPIENT'S affirmative steps to ensure that minority business and women's business enterprises have an equal opportunity to obtain or compete for contracts and subcontract as sources of supplies, equipment, constructions, and services. Such affirmative steps may include, but are not limited to, technical assistance open to all businesses but designed to enhance opportunities for these enterprises and special outreach efforts to inform them of contract opportunities. Such steps shall not include preferring any business in the award of any contract or subcontract solely or in part on the basis of race or gender.
- f. Documentation of the affirmative action measures the SUBRECIPIENT has taken to overcome prior discrimination, where the courts or HUD have found that the SUBRECIPIENT has previously discriminated against persons on the grounds of race, color, national origin, or sex in administering a program or activity funding in whole or in part with CDBG funds.
- g. Section 3 records. For those contracts governed by Section 3, the following documentation will be required from the SUBRECIPIENT and/or its Agent to evaluate compliance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended and the HUD regulations issued pursuant thereto in 24 CFR Part 135:

- 1) Project description, location, total funding limit and the period of performance.
 - 2) A summary table identifying the number and category types of the Section 3 residents and business concerns employed/trained on the project. The summary should also include the total amount of funds expended on payroll for Section 3 employment and/ or the amount of the Section 3 business concern's subcontract.
 - 3) If the numerical goals defined by the COUNTY cannot be met, documentation showing why it was not feasible to meet the established goals or impediments encountered despite action taken must be provided.
 - 4) Documentation regarding other economic opportunities provided such as: (a) other training and employment related opportunities such as "upward mobility", "bridge" and trainee positions to fill vacancies, hiring Section 3 residents within other housing developments and, hiring in part time position; (b) other business related economic opportunities such as to establish, stabilize or expand Section 3 business concerns will also be considered in evaluating compliance.
8. Financial Records. Financial records, in accordance with the applicable requirements listed in 24 CFR 570.502.
 9. Records required to be maintained in accordance with other applicable laws and regulations set forth in Subpart K of the CDBG regulations (ATTACHMENT III – Certification and Other Requirements).

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: South Ridgewood Avenue Sidewalk Improvement.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: South Ridgewood Avenue Sidewalk Improvement.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I**FY 2023/24 Request For Monthly Reimbursement and Expense Summary Form**Subrecipient Name: City of Ormond Beach Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ Telephone: _____

Reimbursement Funds Requested for this Period: _____ Final Request: ☐ Yes ☐ No

To Be Completed by Subrecipient				
DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
<u>South Ridgewood Avenue Sidewalk Improvement:</u> Be responsible for the removal of existing sidewalks and replacement with 5' ADA sidewalks with detectable mats and curbing on the East side of South Ridgewood Ave. from Granada Blvd. to Fairview Ave.	\$151,828			
<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for electric, propane, gas, water, phone, internet, and garbage pickup.	\$26,793			
Total	\$178,621			
AMENDMENT JOURNAL				
Fair Housing Activities Description: (fair housing activities must be reported at least every quarter)				
Agency Authorized Signature: (This form is for reproduction or copying by Recipient)		Request Date: (actual date signed)		
Print Name of Agency Authorized Signature:				
Volusia County Community Assistance Use Only				
Prepared By:		Date		Capital Project Reviewed By:
Approved By:			Date	
Account #		IDIS #	Funds Requested	

SECTION II A – CDBG Capital Project Status Report FY 2023/24

Subrecipient: City of Ormond Beach

Project Name: South Ridgewood Avenue Sidewalk Improvement

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II B – CDBG Public Service Status Report FY 2023/24

Subrecipient: City of Ormond Beach

Project Name: Hope Place Public Service

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 10th day of the following month):

1. CDBG allocation _____ Project budget _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Is a Clientele Status Report included? ☐ Yes ☐ No

10. Estimated project/activity completion date: _____

11. Percent of project/activity completed to date: _____

12. Describe specific work tasks and quantified accomplishments completed this month:

13. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month): _____

SECTION III -- LMI CDBG Clientele Status Report FY 2023/24

Subrecipient City of Ormond Beach **Activity Name** Hope Place Public Service

Timeframe Covered by this Report From _____ To _____

Final Report? ☐ Yes ☐ No

COMPLETE THE FOLLOWING TWO (2) TABLES FOR PERSONS SERVED BY THE ACTIVITY DURING THE REIMBURSEMENT PERIOD.

Total Number of Persons Assisted this month	
---	--

TABLE I: Participant Racial and Ethnic Characteristics:
(Please be as specific as possible in reporting this section)

Racial and Ethnic Characteristics	Month	CDBG Program to Date	Hispanic Month	Hispanic to Date
White				
Black/African American				
Asian				
American Indian/Alaskan Native				
Native Hawaiian/Other Pacific Islander				
American Indian/Alaskan Native & White				
Asian & White				
Black/African American & White				
American Indian/Alaskan Native & Black/African Am.				
Other Multi Racial				
TOTAL PERSONS				

PLEASE NOTE: The Total Number Served is to be an **unduplicated count** of persons served during the reporting period.

TABLE II: Participant Income Level

Income Level	Month	Year to Date
Extremely Low-Income Persons		
Low-Income Persons		
Moderate-Income Persons		
TOTAL PERSONS		

LMI CDBG Clientele Status Report INSTRUCTIONS

TABLE I: Provide the total number of persons assisted by the activity during the reporting month and year to date for each applicable category of Racial and Ethnic groups. Use the category that most closely reflects an individual's recognition in his/her community for purposes of reporting a person of mixed racial and/or ethnic origins. Monthly counts and year to date counts should be an actual unduplicated number, not an estimate. Please make sure that these numbers equal the total number of individuals served. Below are guidelines for this section:

White: A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Black or African American: A person having origins in any of the black racial groups of Africa. Terms such as 'Haitian' or 'Negro' can be used in addition to 'Black or African American'.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korean, Malaysia, Pakistan, the Philippine Island, Thailand, and Vietnam.

American Indian/Alaskan Native: A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Native Hawaiian or Other Pacific Islander: A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

American Indian/Alaskan Native & White: A person having origins of both of the above-mentioned characteristics.

Asian & White: A person having origins of both of the above-mentioned characteristics.

Black/African American & White: A person having origins of both of the above-mentioned characteristics.

American Indian/Alaskan Native & Black African American: A person having origins of both of the above-mentioned characteristics.

TABLE II: Income Level Definitions:

Extremely Low-Income Person: Member of a family that has an income equal to or less than the Section 8 limits for 30% of Median income established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Low-Income Person: Member of a family that has an income equal to or less than the Section 8 Very Low-income limits established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

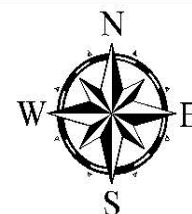
Moderate-Income Person: Member of a family that has an income equal to or less than the Section 8 Low-income limit and greater than the Section 8 Very-Low income limit established by HUD for the Deltona-Daytona Beach – Ormond Beach MSA.

Section IV - CDBG Plan of Action FY 2023/24

Subrecipient	CITY OF ORMOND BEACH				
Project Name	South Ridgewood Avenue Sidewalk Improvement				
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes	☐ No
Milestones	Originally Submitted Date	Current Amended Date (if applicable)	Requesting Amended Date (if applicable)	Actual Date	
Authorization to Proceed Received	10/1/23				
Technical Design & Procurement Documents, Municipality Approved	12/4/23				
Complete Solicitation Package Submitted to Volusia County	12/11/23				
Solicitation Package Approved by Volusia County	1/1/24				
Solicitation Advertised	2/4/24				
Pre-Bid Meeting	2/22/24				
Bid Opening	3/5/24				
Contract Award	4/23/24				
Pre-Construction Meeting	6/3/24				
Issue Notice to Proceed	6/10/24				
Project Start Date	6/10/24				
Project Completed	10/8/24				
All Reimbursement Requests Submitted to Volusia County	12/2/24				



Prepared By: The City of Ormond Beach
G.I.S. Department - January 10, 2023



1 inch = 3,000 feet



City of Ormond Beach AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-03
Strategic Goal:	Water Quality & the Environment - Continue septic to sewer conversion starting within the city limits to decrease effluent to the Halifax River		
Department:	Public Works		
Subject:	Work Auth - Mead & Hunt for Project Mgmt Services for Oak, Magnolia, and Bonita Septic to Sewer Conversion		
Summary:	Staff negotiated a scope of work and fee for project management services related to the design and construction of this project, with a key component of this activity being public outreach activities to ensure successful completion of the project. The prime consultant for the project management will be the City's continuing contract consultant Mead & Hunt who will utilize Jones and Edmunds for public outreach activities and funding assistance. A fee of \$64,319 was negotiated by staff for these services. This team has extensive experience in the field of septic to sewer conversion. This project was included in the City's legislative funding request to the State of Florida this past legislative session. Appropriations, by means of an FDEP grant, were awarded for one-third of the estimated \$1.6 Million dollars required to design and construct this project. Staff is exploring additional funding sources including Cooperative Funding from the St. Johns River Water Management District upon opening of this grant application process in Dec 2023.		
Financial Impact:	Funding of \$160,000 for the design of this project was included in the approved 2022-23 CIP project for septic to sewer conversion. \$83,760 was previously allocated for survey and design services to Upham Inc., leaving sufficient funds in Fund - 435 Wastewater Impact Fees available for this project. A budget amendment will be needed to reappropriate funding into the current fiscal year.		
Citizen Impact:	As the majority of work for this project will be within the roadway, the design of this project will include a proposed phasing during		

	construction to ensure the streets remain safe and resident impacts are minimized. The successful removal of septic tanks reduces discharge to waterways connecting to the Intercoastal Waterway. This reduction in nitrogen and phosphorous can prevent degradation of this waterbody preventing impediment to the enjoyment of the waterways by Ormond Beach residents and visitors.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Mead & Hunt for the Oak, Magnolia & Bonita Septic to Sewer Conversion project, for the not to exceed amount of \$64,319.						
Staff Contact:	Shawn Finley, Public Works Director, (386) 676-3292						
Attachments:	24-03 Septic-sewer conversion mgmt-Mead & Hunt (P23-0230G) - Mead-Hunt Work Authorization						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>12/18/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>12/27/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>12/28/2023</td> </tr> </table>	Kelly McGuire, Finance Director	12/18/2023	Claire Whitley, Assistant City Manager	12/27/2023	Joyce Shanahan, City Manager	12/28/2023
Kelly McGuire, Finance Director	12/18/2023						
Claire Whitley, Assistant City Manager	12/27/2023						
Joyce Shanahan, City Manager	12/28/2023						

RESOLUTION NO. 2024-03

A RESOLUTION ACCEPTING A PROPOSAL FROM MEAD & HUNT FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING THE OAK, MAGNOLIA AND BONITA SEPTIC TO SEWER CONVERSION 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 Mead & Hunt, the appropriate City staff members have negotiated with Mead & Hunt to provide construction management services for the Oak, Magnolia and Bonita septic to sewer conversion project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$64,319.00, and

WHEREAS, the City Manager has certified that funds for the Project have been appropriated to the credit of the Wastewater Impact Fee Fund (435) and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The proposal submitted by Mead & Hunt to perform the Project at a total cost not to exceed \$64,319.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Mead & Hunt for the performance of the Project at the said price, and to pay the cost thereof from the Wastewater Impact Fee Fund.

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

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

Project Title: Project Management & Public Outreach-Septic to Sewer Oak Avenue, Magnolia Avenue and Bonita Place

Project Description: To provide project management assistance and public outreach for the septic to sewer project, as detailed in the attached proposal and fee schedule.

Estimated Project Construction Cost: \$1,500,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Project Management	Fixed Fee	\$18,811.00
Bidding Assistance	Fixed Fee	\$6,860.00
Public Outreach& Funding	Fixed Fee	\$6,648.00
Subconsultants	Actual Cost	\$31,000.00
Reimbursable Expenses	Actual Cost	\$1,000.00
Total Fee Authorized:	Not To Exceed	<u>\$64,319.00</u>

Funding Source: Wastewater Impact Fee Fund (435)

Estimated Time for Completion: Through Duration of Project Design

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
MEAD & HUNT, INC.

By: _____
Bill Partington
Mayor

By: _____
Brad T. Blais, P.E.
Vice 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.



November 17, 2023

Shawn Finley, PE
Public Works Director
City of Ormond Beach
22 S. Beach Street
Ormond Beach, FL 32174

Email: shawn.finley@ormondbeach.org

Subject: Magnolia/Oak Dr. and Bonita Ave. Septic to Sewer Project Management, Public Outreach and Funding Assistance

Dear Shawn:

In accordance with your request, we are pleased to offer the enclosed scope of services and fee estimate for project management, public outreach, and funding assistance for the proposed septic to sewer retrofit project in the vicinity of Magnolia/Oak Dr. and Bonita Ave. The project involves installation of gravity sewers for 76 homes and the estimated project cost ranges between \$1.6M and \$2M.

The proposed scope of work entails coordination and management of the City's design consultant, public outreach, and funding assistance. We have engaged the services of Jones Edmonds, Inc. (JEI) to provide public outreach assistance. Thank you for this opportunity to continue to be of service.

Sincerely,
MEAD & HUNT, Inc.

A blue ink signature of Brad T. Blais.

Brad T. Blais, PE
Vice President/Client Manager

A blue ink signature of John Mischle.

John Mischle
Project Manager

BTB/JM; bf

Attachment: Scope of Services

**CITY OF ORMOND BEACH SCOPE OF SERVICES
AND FEE ESTIMATE
FOR
MAGNOLIA/OAK DR AND BONITA AVE. SEPTIC TO SEWER PROJECT MANAGEMENT,
PUBLIC OUTREACH AND FUNDING ASSISTANCE**

This Task Order is in conformance with the Continuing Contract for Municipal Utility Services, RFQ 2017-01 dated March 20, 2017, between the City of Ormond Beach (OWNER) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The scope of this project is for project management, public outreach, and funding assistance for the septic to sewer conversion of approximately 76 homes in the vicinity of Magnolia/Oak Dr and Bonita Ave. Survey, design, permitting and bid phase services will be performed by others, hereinafter referred to as DESIGN ENGINEER. This Task Order is for the design and bid phase, project management services in addition to public outreach and funding assistance. A separate work authorization, or addendum to this Task Order, will be required for services during construction.

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – PROJECT MANAGEMENT

Project Coordination

MEAD & HUNT'S Project Manager (PM) will monitor and manage the project budget, schedule, and scope throughout the estimated fifteen (15) month project duration. The PM will monitor and coordinate the City's DESIGN ENGINEER's activities through the planning, design, permitting and bid phase. This includes attendance at design progress meetings and document review. Documents shall include Preliminary Design Report (PDR), 60%, 90% and final plans and specifications.

Meetings:

Kick-Off Meeting

MEAD & HUNT will prepare an agenda, coordinate, and conduct a project kick-off meeting with the DESIGN ENGINEER and OWNER to review project goals, scope of work, team member roles, lines of communication, project schedule and administrative processes. Following the meeting, MEAD & HUNT will prepare a written summary of the project meeting and distribute it to the attendees.

Interim Design Meetings

MEAD & HUNT will prepare an agenda, coordinate, and conduct interim design meetings with the DESIGN ENGINEER and OWNER to review interim deliverables. The proposed deliverables and meetings will include:

- Survey
- Preliminary Design Report (PDR), includes 30% plans
- 60% Plans & Specifications
- 90% Plans & Specifications
- Final Plans & Specifications

Following the meetings, MEAD & HUNT will prepare a written summary of the project meeting, action items and distribute it to the attendees. MEAD & HUNT will follow up on action items and document completion for both the DESIGN ENGINEER and OWNER.

Deliverables – Project Management

- Meeting Agendas and Summaries

PHASE 2 – BIDDING ASSISTANCE

The OWNER will be responsible for the overall solicitation for construction bids process, including any legal review of the bidding and contract documents (Division 0) and verifying compliance with OWNER purchasing and contract policies (Division 0 and 1). The OWNER will also be responsible for the requests for bid advertisements, distribution of bidding documents, prebid meeting, and bid opening. MEAD & HUNT will provide the following:

Pre-Bid Meeting

MEAD & HUNT will attend the pre-bid meeting and present the project scope/intent; construction contract duration; design and permitting highlights and any special/supplemental conditions specific to the project. The OWNER will be responsible for the pre-bid meeting agenda and minutes.

Addenda

MEAD & HUNT will respond to potential bidders' questions during the bid period. MEAD & HUNT will prepare suggested responses and provide the OWNER with a draft addendum for review. This scope of services assumes two (2) addenda will be completed. The OWNER shall be responsible for distribution of addenda.

Deliverables – Bidding Services

- Addenda to bid documents
- Bid Tabulation

PHASE 3 – PUBLIC OUTREACH AND FUNDING ASSISTANCE

MEAD & HUNT will engage the OWNER selected sub-consultant for Public Outreach and Funding Assistance to the OWNER to moderate public meetings and develop a funding plan for the project, opportunities for which the project is eligible, developing a schedule for applying for funding and preparing requisite applications for signature and submission by the OWNER. This work will commence at the time of project kick-off and continue through bidding. Any construction phase services will be negotiated separately upon determination of what funding sources become available. Sub-consultant costs will be billed on a Time & Materials basis at actual cost.

PHASE 4 – SUBCONSULTANTS AND REIMBURSABLES

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

PHASE 5 – CONSTRUCTION PHASE SERVICES

Not included at this time.

EXCLUSIONS

This scope of services excludes all items not specifically described herein.

SCHEDULE

MEAD & HUNT estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Commencing Upon
<i>Phase 1 & 2, Project Management and Bidding Assistance</i>	<i>450 days</i>	<i>Receipt of notice to proceed (NTP)</i>
<i>Phase 3 – Public Outreach & Funding Assistance</i>	<i>450 days</i>	<i>Receipt of NTP</i>
<i>Phase 4 – Subconsultants & Reimbursables</i>	<i>450 days</i>	<i>Receipt of NTP</i>

The above timeframes *do not* include OWNER and agency review time.

COMPENSATION

The proposed fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – Project Management</i>	<i>\$18,811</i>	<i>Lump Sum</i>
<i>Phase 2– Bidding Assistance</i>	<i>\$6,859</i>	<i>Lump Sum</i>
<i>Phase 3 – Public Outreach and Funding</i>	<i>\$6,648</i>	<i>Lump Sum</i>
<i>Subtotal</i>	<i>\$32,319</i>	
<i>Phase 4 – Subconsultants/Reimbursables</i>	<i>\$32,000</i>	<i>Actual cost</i>
<i>TOTAL</i>	<i>\$64,319</i>	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

PURSUANT TO FLORIDA STATUTE SECTION 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF MEAD & HUNT INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

IF THE CONTRACTOR (MEAD & HUNT, INC.) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (MEAD & HUNT, INC.'s) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT (PROPOSAL), CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY HALL, CITY OF ORMOND BEACH, 22 S. BEACH STREET, ORMOND BEACH, FL 32174, City Clerk, (386) 676-3331, cityclerk@ormondbeach.org.



CITY OF ORMOND BEACH
S2S PROGRAM MANAGEMENT
ESTIMATED MANHOURLY SCHEDULE
November 13, 2023

Phase	Description	Brad	John	Doris	Tabitha	Name	Name	Name	Name	Name	Name	Mileage	Total Task (\$)
		Senior Associate, Principal	Senior Technician	Administrative Assistant	Administrative Assistant								
	Hourly Rate	\$ 220.00	\$ 171.00	\$ 101.00	\$ 101.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0.66	See Below
1	Project Management												
	Project Coordination	12	8	4	16								\$6,028
	Project Kick-Off Meeting	4	4										\$1,564
	Coordination Meetings (4)	8	48	4	8							\$ 39.30	\$11,219
	Subtotals	24.0	60.0	8.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 39.30	\$18,811
6	Bidding Assistance												
	Bid Set QAQC	4	4										\$1,564
	Prebid	4	4									\$ 19.65	\$1,584
	Addenda	4	4	4									\$1,968
	Bid Opening	2										\$ 19.65	\$460
	Bid Review	4		4									\$1,284
	Subtotals	18.0	12.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 39.30	\$6,859
10	Outreach and Funding Assistance	8.0	8.0										
	Funding Discussion with City	8.0	8.0										\$3,128
	Funding Application Package	8.0											\$1,760
	Public Meetings (2)	8.0											\$1,760
	Subtotals	24.0	8.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$6,648
	TOTAL ALL TASKS	70.0	84.0	16.0	24.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 78.60	\$32,319
11	Subconsultant/Reimbursables Breakdown (includes actual cost plus 10%):											Lump Sum Total	\$32,319
												Subs/Reimbursables	\$32,000
	Description												
	Amount												
	Survey Allowance	\$ 3,000.00											
	Outreach and Funding Sub	\$ 28,000.00											
	SUE Allowance												
	Printing/Reproduction/Postage	\$ 1,000.00											
	Total	\$ 32,000.00											
												GRAND TOTAL	\$64,319



City of Ormond Beach

AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-04
Strategic Goal:	Quality of Life - Complete Doug Thomas Way		
Department:	Public Works - Engineering		
Subject:	Work Auth - Upham, Inc. for Construction Administration Services, Doug Thomas Way Extension		
Summary:	This is a Work Authorization with Upham, Inc. (Upham), for construction administration services for the Doug Thomas Way extension Project. On September 6, 2023, the Commission approved a bid award for the Doug Thomas Way Extension Project, Bid No. 2023-22. The design for the extension consists of extending the existing road approximately 2,150 feet to the East and South, making a connection near the Hull Road front gate which will allow entry to the park without traveling through the industrial properties that line Hull Rd. The project will construct an access/service road of approximately 350 linear ft to the existing City maintenance building. The Sport Complex Loop Road (Doug Thomas Way) was conceptualized in the 2005 Parks & Recreation Master Plan Study and is a critical enhancement to the Ormond Beach Sports Complex (OBSC). In this Master Plan Study, a need was highlighted for improvements that enhanced the entry experience to the Sports Complex, provided for better vehicular circulation within the facility, improved parking for visitors, and improved storm drainage. This looped road will improve exercise options for bikers, walkers and joggers within the confines of the park, and allows visitors access to all amenities without leaving the park. Staff negotiated a scope of work and cost with Upham to provide construction administration services in the amount of \$31,056. The services will supplement the work of City staff in the oversight of the construction of this project. Included in this proposal, the Engineer of Record will review and approve shop drawings, respond to request for Information from the Contractor, conduct on-site visits, and provide construction direction to the contractor. The proposed fee is 3.4% of the construction contract amount of \$908,015, which is		

	consistent with other projects of this nature. The City project manager will provide additional oversight of the project in conjunction with the City engineering inspector.						
Financial Impact:	Total construction administration cost is \$31,056. Funding for the Doug Thomas Way Extension project was included in a prior year budget, Fund 308-Transportation. A budget amendment will be required to reappropriate funding.						
Citizen Impact:	This project will greatly improve the interconnectivity and usability of the park. Disruption to OBSC during construction is anticipated to be minimal.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the Work Authorization with Upham, Inc for the Doug Thomas Way Extension Project, for the not to exceed amount of \$31,056.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	24-04 Doug Thomas Way Ext-Upham (P23-0223G) - Upham Doug Thomas Way Extension CEI Svcs						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>12/18/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>12/27/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>12/28/2023</td> </tr> </table>	Kelly McGuire, Finance Director	12/18/2023	Claire Whitley, Assistant City Manager	12/27/2023	Joyce Shanahan, City Manager	12/28/2023
Kelly McGuire, Finance Director	12/18/2023						
Claire Whitley, Assistant City Manager	12/27/2023						
Joyce Shanahan, City Manager	12/28/2023						

RESOLUTION NO. 2024-04

A RESOLUTION ACCEPTING A PROPOSAL FROM UPHAM, INC. FOR CONSTRUCTION ADMINISTRATION SERVICES REGARDING THE DOUG THOMAS WAY EXTENSION 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 Upham, Inc., the appropriate City staff members have negotiated with Upham, Inc. to provide construction administration services for the Doug Thomas Way extension project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$31,056.00, and

WHEREAS, the City Manager has certified that funds for the Project will be appropriated to the credit of the Transportation Fund (308) through a budget amendment and will not be 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 proposal submitted by Upham, Inc. to perform the Project at a total cost not to exceed \$31,056.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Upham, Inc. for the performance of the Project at the said price, and to pay the cost thereof from the Transportation Fund (308).

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

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

Project Title: Doug Thomas Way Extension – Construction Administration Services

Project Description: Professional engineering services to provide construction administration services for the Doug Thomas Way Extension project, as detailed in the attached proposal dated October 23, 2023.

Estimated Project Construction Cost: \$908,000

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Biological Services	Fixed Fee	\$3,980.00
Construction Administration	Fixed Fee	\$20,098.00
Project Closeout & Certifications	Fixed Fee	\$6,978.00
Total Fee Authorized:	Not to Exceed	<u>\$31,056.00</u>

Funding Source: Transportation Fund (308)

Estimated Time for Completion: Through Duration of Construction

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
UPHAM, INC.

By: _____
Bill Partington
Mayor

By: _____
Roger W. Strcula, P.E., CPESC
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.



October 23, 2023

Mr. Alex Schumann, PE, Deputy City Engineer
City of Ormond Beach Engineering Division
22 South Beach Street
Ormond Beach, FL 32174

Re: Construction Administration Services Fee Agreement
Doug Thomas Way Extension Bid No. 2023-22

Mr. Schumann:

Upham, Inc. hereafter referred to as ENGINEER, hereby provides its fee agreement per its continuing contract to provide limited construction administration services during the construction of the Doug Thomas Way Extension to the City of Ormond Beach hereafter referred to as CLIENT. The scope of services to be performed by ENGINEER are as follows:

Limited Construction Administration: Engineer will perform limited construction administration services to attend the preconstruction meeting, review and approve shop drawings, respond to RFIs from the Contractor, revisions to the construction drawings if warranted from an RFI, communicate with the Contractor and City representative as needed, perform one site visit per month for a duration of five months (5 visits), provide construction directives as needed, review and approve pay requests and final draw request, review construction progress from Contractor, participate in monthly progress meetings including any unexpected meetings that may arise (7 meetings), communicate with CLIENT throughout the project as needed, perform substantial and final inspection visits and prepare punch list for each inspection visit, review as-built survey prepared by others and prepare final certification of substantial completion to the City, FDEP and SJRWMD.

Scope also includes time previously incurred by Biologist (Ecological Consulting Solutions) for extraordinary permitting with SJRWMD and FDEP to meet and negotiate with staff to avoid wetland impacts and unnecessary mitigation, provide additional supporting documentation, numerous emails and phone calls to coordinate with staff to resolve the no-wetland impact issue resulting in saving the CLIENT considerable expense for off-site mitigation.

Services Not Included: Services not included are observation inspections and any other services not described in the fee agreement.

Time and Fee: The construction administration services are based on 150 calendar days per the Bid to substantial completion plus additional time prior to the start and after completion of construction. The lump sum fee to perform the described services is \$31,056 as itemized in Exhibit A. A monthly invoice will be submitted with a description of services performed.

If acceptable, please provide the work authorization upon approval by the City Commission.

Sincerely,

Roger W. Strcula, PE, CPESC
President

EXHIBIT A
PROJECTED HOURS AND RATES

Biological	Hours	Rate	Total
Sr. Biologist	16.0 hr	\$110.00	\$1,760.00
Biologist	18.0 hr	\$80.00	\$1,440.00
CAD	12.0 hr	\$60.00	\$720.00
Direct Expense			\$60.00
Subtotal			\$3,980.00
Construction Administration	Hours	Rate	Total
Principal Professional Engineer	12.0 hr	\$300.00	\$3,600.00
Professional Engineer II	36.0 hr	\$210.00	\$7,560.00
Civil Engineer I	48.0 hr	\$106.00	\$5,088.00
CAD Technician II	24.0 hr	\$105.00	\$2,520.00
Administrative	18.0 hr	\$60.00	\$1,080.00
Direct Expense			\$250.00
Subtotal			\$20,098.00
Final Closeout and Certifications	Hours	Rate	Total
Principal Professional Engineer	6.0 hr	\$300.00	\$1,800.00
Professional Engineer II	12.0 hr	\$210.00	\$2,520.00
Civil Engineer I	18.0 hr	\$106.00	\$1,908.00
Administrative	10.0 hr	\$60.00	\$600.00
Direct Expense			\$150.00
Subtotal			\$6,978.00
Total Fee			\$31,056.00



City of Ormond Beach AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-05
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Bid Award - Amsden Road Drainage Abandonment		
Summary:	Annually, the Capital Improvement Plan (CIP) allocates funds through the Stormwater Construction Project to address localized stormwater flooding, conveyance and water quality issues. In Fiscal Year (FY) 2023-2024, \$300,000 was allocated to address smaller scale projects that are able to be designed, bid, and constructed in the same FY. The Amsden Road drainage abandonment project is one such project that will be constructed under this CIP item to improve the condition of a previously abandoned stormwater drainage pipe along Amsden Road. This particular drainage pipe was replaced and upsized in 2002, and the previous pipe was abandoned, but not removed. Due to the age of the abandoned stormwater drainage pipe, the pipe has begun to collapse in areas, causing depressions in the roadway. The use of flowable fill to abandon in place was deemed to be the optimum method for abandonment of this pipe. By abandoning the pipe in this method, the impact on residents and restoration costs will be kept to a minimum. This project will better secure the abandoned pipe and prevent any further damage to the adjacent roadway. The City Commission authorized staff to bid this project on October 17, 2023, and it was advertised on October 22, 2023. On November 28, 2023, one bid was received. The low bid was received from B & B Outdoor LLC at a base bid cost of \$61,250, which is consistent with the engineering cost estimate.		
Financial Impact:	This project was included in the FY 2023-24 budget, Fund 107 - Stormwater Construction. Adequate funding is available.		
Citizen Impact:	Impact from construction will be minimized to the extent practicable. These improvements will provide for better road conditions and minimize future road repairs by preventing further depressions from		

	forming.						
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approving the bid award to B & B Outdoor, LLC in the amount of \$61,250 for the securement of the stormwater drainage pipe.						
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302						
Attachments:	1. 24-05 Amsden Rd Drain Abandon-B&B (P23-0237G) 2. Amsden Road Drainage Abandonment Completed Bid No 2024-08 3. ARDA Signed bid tab						
Approval:	<table> <tr> <td>Kelly McGuire, Finance Director</td> <td>12/18/2023</td> </tr> <tr> <td>Claire Whitley, Assistant City Manager</td> <td>12/28/2023</td> </tr> <tr> <td>Joyce Shanahan, City Manager</td> <td>1/4/2024</td> </tr> </table>	Kelly McGuire, Finance Director	12/18/2023	Claire Whitley, Assistant City Manager	12/28/2023	Joyce Shanahan, City Manager	1/4/2024
Kelly McGuire, Finance Director	12/18/2023						
Claire Whitley, Assistant City Manager	12/28/2023						
Joyce Shanahan, City Manager	1/4/2024						

RESOLUTION NO. 2024-05

A RESOLUTION ACCEPTING A BID FROM B & B OUTDOOR, LLC FOR CONSTRUCTION SERVICES REGARDING THE AMSDEN ROAD DRAINAGE ABANDONMENT PROJECT, UNDER BID NO. 2024-08; AUTHORIZING THE EXECUTION OF A CONTRACT AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (Bid No. 2024-08) regarding construction services for the Amsden Road drainage abandonment project (“the Project”) pursuant to section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff have reviewed the bids received and have determined that the bid submitted by B & B Outdoor, LLC with a bid in the amount of \$61,250.00 is the lowest responsible and responsive bid (a copy of said bid being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds have been appropriated to the credit of the Stormwater Fund (107) for the Project and have not been appropriated for any other purpose, and

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

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

SECTION ONE. The bid submitted by B & B Outdoor, LLC to perform the Project at a total cost not to exceed \$61,250.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a contract with B & B Outdoor, LLC for the performance of the Project at the said price, 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 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we B&B OUTDOOR LLC

(hereinafter called Principal) and

United States Fire Insurance Company

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

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

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

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach,
Florida, a bid for work to be done on the **AMSDEN ROAD DRAINAGE ABANDONMENT (Bid No.**
2024- 08) in, and for the City and

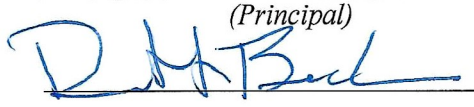
WHEREAS, the Principal desires to file this bond in accordance with law, in lieu of a certified or
cashier's check otherwise required to accompany this Bid.

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 28th day November, 20 23.

B&B OUTDOOR LLC

(Principal)

By: 

ATTEST:


(SEAL)

United States Fire Insurance Company

(Surety)

By: 

Lisa A. Roseland, Attorney-In-Fact &
FL Licensed Resident Agent
Inquiries: 407-786-7770

END OF SECTION
00410 - 1

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

0096523

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

*Jeffrey W. Reich, Susan L. Reich, Kim E. Niv, Cheryl A. Foley, Robert P. O'Linn, Gloria A. Richards, Lisa A. Roseland,
Teresa L. Durham, Sarah K. O'Linn, Emily J. Golecki*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Eight Million, Five Hundred Thousand Dollars (\$8,500,000).

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

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2024.

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

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

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

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

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

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

UNITED STATES FIRE INSURANCE COMPANY

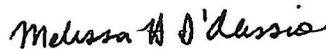


Matthew E. Lubin, President



State of New Jersey }
County of Morris }

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



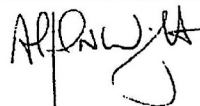
Melissa H. D'Alessio

(Notary Public)

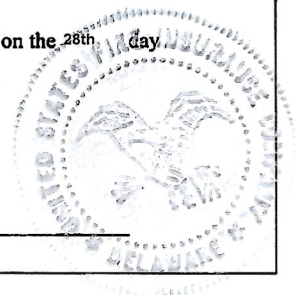
I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 28th day of November 20 23

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President



**SECTION 00300
BID 2024-08**

CONTRACTORS NAME Robert L Becker LICENSE NO. CGC1534773

PROJECT IDENTIFICATION:

**AMSDEN ROAD DRAINAGE
ABANDONMENT**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-08

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

<u>Date</u>	<u>Number</u>
<u>11/14/2023</u>	<u>1</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

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

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization/Demobilization	1	LS	2,500.00	2,500.00
2	Traffic Control	1	LS	1,500.00	1,500.00
3	Access Pipe	2	LS	1,775.00	3,550.00
4	Flowable Fill	175	CY	300.00	52,500.00
5	Sod and Surface Restoration	13	LS	400.00	1,200.00

TOTAL BID \$ 61,250.00

Sixty one thousand two Hundred and Fifty Dollars and zero cents

(Figures)

(Words)

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

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

BIDDER agrees that the Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run, and completed within 90 calendar days after the date when the Contract Time commences to run.

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three-Hundred Dollars (\$ 300.00) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

(a) Required Bid Security in the form of

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

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

(b) Equipment, Material, and Subcontractors List

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

(d) Drug Free Workplace Certificate

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

(f) Local Vendor Preference

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

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

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

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
Concrete Pump	Equipment Share
Concrete Slurry	CMEX

Subcontractors:

Work Classification: None

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: N/A

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 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

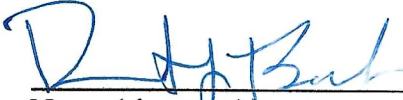
If this project includes trench excavation in excess of five (5) feet in depth, the following trench safety standards will be in effect during the period of construction of the project:

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

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

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

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



Name (signature) Date

Robert Becker

Name (typed or printed)

owner

Title

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By B&B Outdoor, LLC

(Corporation Name)

Florida

(State of Incorporation)

By 

(Name of Person Authorized to Sign - Signature)

Robert Becker

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

Owner

(Title)

(Corporate Seal)

Attest Deborah LeBlanc

Business address: 117 W Palmetto, Pierson Fl 32130

Phone No.: 386-736-4000

Fax No.: _____

00300-6

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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

Robert Becker

Name (typed or printed)

Owner

Title

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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.

B&B Outdoor, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Robert Becker

NAME (PRINT OR TYPE)

Owner

TITLE

11/16/2023

DATE

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID 2024-08 (Cont'd.)
AMSDEN ROAD DRAINAGE ABANDONMENT
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.

B&B Outdoor, LLC

COMPANY NAME



AUTHORIZED SIGNATURE

Robert Becker

NAME (PRINT OR TYPE)

Owner

TITLE

11/16/2023

DATE

END OF BID

00300-15

**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

B & B Outdoor, LLC

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 2023.

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work consists of: Structurally securing 1,300 linear feet of 24-inch storm pipe by means of filling with either grout or a flowable fill material.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

**AMSDEN ROAD DRAINAGE ABANDONMENT
Bid No. 2024-08**

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within 60 calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within 90 calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Three-Hundred Dollars (\$300.00) 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 Lump Sum TOTAL BID of \$ 61,250.00, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 **Progress Payments.** OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 **Final Payment.** Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

7.1 This Agreement (pages 1 to 5 , inclusive).

7.2 Exhibits to this Agreement (pages ____ to ____ , inclusive).

7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.

7.4 Notice of Award.

7.5 General Conditions (pages 1 to 35 , inclusive).

7.6 Supplementary Conditions (pages 1 to 7 , inclusive).

7.7 Specifications bearing the title:

AMSDEN ROAD DRAINAGE ABANDONMENT

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 3 sheets numbered 1 through 3 inclusive and bearing the following general title:

AMSDEN ROAD DRAINAGE ABANDONMENT

7.9 Addenda numbers ___ to ___, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ___, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ___ to ___, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2023.

OWNER City of Ormond Beach

CONTRACTOR B&B Outdoor, LLC

By _____

By Robert Becker

Bill Partington
Mayor

Owner

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Attest Deborah LeBlanc

Joyce A. Shanahan
City Manager

Office Manager

(Title)

Address for giving notices:

Address for giving notices:

City of Ormond Beach

B&B Outdoor, LLC

PO Box 277

P.O. Box 805

Ormond Beach, FL 32175-0277

Pierson FL 32180

License No. CGC 1534773

Registered Agent for service process:

Robert Becker

(Name)

Owner

(Title)

END OF AGREEMENT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/14/2023

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 Caton-Hosey Insurance 3731 Nova Rd. Port Orange FL 32129	CONTACT NAME: April Koerner PHONE (A/C, No, Ext): (386) 767-3161 E-MAIL ADDRESS: april@catonhosey.com FAX (A/C, No): (386) 760-1770																					
INSURED B&B Outdoor LLC P.O. Box 805 Pierson FL 32180	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Southern Owners</td><td>10190</td></tr><tr><td>INSURER B:</td><td>Auto-Owners Ins Co</td><td></td></tr><tr><td>INSURER C:</td><td>Bridgefield Casualty Ins Co</td><td>10335</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Southern Owners	10190	INSURER B:	Auto-Owners Ins Co		INSURER C:	Bridgefield Casualty Ins Co	10335	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: CL2281028921

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 ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			72996714	08/11/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			5399671400	08/11/2022	08/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			5399671401	08/11/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	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	N/A	0196-55767	08/11/2022	08/11/2023	☒ PER STATUTE ☐ 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

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

CERTIFICATE HOLDER**CANCELLATION**The City of Ormond Beach
22 South Beach Street

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

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City of Ormond Beach AGENDA ITEM

January 9, 2024 - City Commission

Number: 7.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-06
Strategic Goal:	Governance - Other		
Department:	City Attorney		
Subject:	Settlement of Workers' Compensation Claim - R. Pearson.		
Summary:	The matter before the city commission involves consideration of a settlement proposal regarding the workers' compensation claim of an employee, Robert Pearson. Please refer to the attached memorandum that has been prepared by the city's workers' compensation counsel.		
Financial Impact:	Payment in the amount of \$87,500 for the settlement of this claim will be made from the Workers' Compensation Insurance Fund.		
Citizen Impact:	There will be no citizen impact as a result of the settlement of this claim.		
Recommended Action (Staff, Advisory Board and/or Other):	The city's claims committee, the city attorney, and the city's workers' compensation counsel recommend approval of the proposed settlement.		
Staff Contact:	Randy Hayes, City Attorney, (386) 676-3217		
Attachments:	24-06 Pearson WC settlement - workers comp counsel memo		
Approval:	Kelly McGuire, Finance Director 1/4/2024 Claire Whitley, Assistant City Manager 1/4/2024 Joyce Shanahan, City Manager 1/4/2024		

RESOLUTION NO. 2024-06

A RESOLUTION APPROVING A SETTLEMENT PROPOSAL REGARDING THE WORKERS' COMPENSATION CLAIM OF ROBERT PEARSON; AUTHORIZING THE EXECUTION OF ANY AND ALL DOCUMENTS INCIDENTAL THERETO; AUTHORIZING PAYMENT RELATIVE THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

SECTION ONE. The City Commission of the City of Ormond Beach hereby approves the settlement of the claim of Robert Pearson, as more particularly described in the Workers' Compensation Counsel's memorandum attached hereto and incorporated herein by reference, and further directs that payment be made as set forth therein.

SECTION TWO. The City Attorney, and/or his designee, is hereby authorized and directed to execute a settlement agreement, including any and all documents that are necessary and incidental thereto, regarding the settlement of the aforescribed claim (to include the appropriate release(s) by the claimant, and the claimant's resignation of employment).

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

BOLTON, HELM & AUGUSTINE, LLP

ATTORNEYS AT LAW

Brian B. Bolton *+^
George A. Helm, III *
Philip R. Augustine * ^
George W. Boring, III *
Brian T. Hanley
Courtney C. Bahe
Brooke A. Shegda ^
Karli E. Helm

P.O. Box 958464
Lake Mary, Florida 32795
Telephone: (321) 832-1700
Fax: (321) 832-1701

Offices:
Lake Mary, Florida
Atlanta, Georgia

* Florida Bar Board Certified
Workers' Compensation Lawyer
^ Circuit Certified Mediator
+ Admitted to the Tennessee Bar
^ Admitted to the Georgia Bar

Bolton, Helm & Augustine, LLP is a
Partnership of Professional Associations

OFFICE OF GEORGE A. HELM, III **WORKERS' COMPENSATION COUNSEL** **MEMORANDUM**

TO: Honorable Mayor and City Commissioners

FROM: Courtney C. Bahe, Esquire, Workers' Compensation Counsel

DATE: December 27, 2023

RE: Settlement of workers' compensation claim involving Robert Pearson

INTRODUCTION:

This is a request for City Commission approval of a settlement proposal in the total amount of \$87,500, including costs and attorneys' fees to resolve the workers' compensation case of Robert Pearson.

BACKGROUND:

The claimant, Robert Pearson, is a 54-year-old City of Ormond Beach Law Enforcement Officer who was initially hired by the City on May 4, 2004. He was a police officer involved in an accident on February 16, 2022 that resulted in injuries including:

Strain to the lumbar spine and sacroiliac joint.

The claimant has treated with multiple specialists to include neurosurgery, orthopedic surgery and pain management. He was placed at MMI by Dr. Weber, orthopedic surgeon, on September 13, 2023 with a 0% rating. He continues to treat with Dr. Patel, pain management physician, who deferred to Dr. Weber concerning MMI. The claimant's work status has alternated between modified duty and full duty since the date of accident. He is currently at a full duty work status.

The claimant is currently on paid administrative leave. His anticipated retirement date is March 2024.

We estimate total future indemnity exposure, assuming no major changes in the claimant's condition, at approximately \$13,305. We estimated future medical exposure, assuming no major changes in the claimant's condition, at approximately \$75,000. The future treatment is anticipated to include ongoing injections and nerve ablations. There is also the potential for surgery in the future. It is important to note, however, that the future in this case is unpredictable. We are responsible for lifetime medical treatment and the claimant has a normal life expectancy of approximately 24 years. The City has already spent in excess of \$20,000 on this claim.

On September 25, 2023, the parties attended a state mediation via teleconference. The claimant expressed an interest in settlement for the first time and submitted a demand of \$200,000. On September 28, 2023, Ms. Christina Maguire and the undersigned counsel attended the City's Claims Committee meeting and were granted authority to negotiate settlement up to and including \$75,000, including resignation of employment. The claimant rejected the settlement offer of \$75,000 but reduced his demand to \$100,000. After further consideration, the claimant submitted an updated demand of \$87,500. On December 20, 2023, Ms. Christina Maguire and the undersigned counsel attended the City's Claims Committee meeting and were granted authority to negotiate settlement up to and including \$87,500, including resignation of employment. The parties reached an agreement to resolve the claim for \$87,500 the following morning, December 21, 2023.

The request is to accept the Claims Committee's recommendation and approve the settlement of \$87,500, to include resignation of employment.

BUDGET IMPACT:

Approximately \$87,500 would need to be paid within the next 30 days. Once the settlement is approved by the Commission, we will have the checks issued.

RECOMMENDATIONS:

The City's Claims Committee recommends the City Commission approve the attached resolution approving the settlement of this workers' compensation claim, which includes a General Release and Resignation, for the total sum of \$87,500.

Sincerely,

/s/ Courtney C. Bahe

Courtney C. Bahe, Esquire

CCB



City of Ormond Beach AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-07
Strategic Goal:	Governance – Other		
Department:	Support Services		
Subject:	Support of the FLC 2024 Legislative Platform		
Summary:	The membership of the Florida League of Cities adopted the 2024 FLC Legislative Platform during the FLC Legislative Conference held November 29 - December 1, 2023. The legislative platform adopted by the FLC includes the attached priorities. If approved, the City will work with local legislative delegates in support of these and other issues affecting Florida’s cities during the upcoming 2024 Legislative Session which convened on January 9, 2024.		
Financial Impact:	None		
Citizen Impact:	Supporting the FLC legislative platform provides a united voice regarding the public interests of the City of Ormond Beach and its residents.		
Recommended Action (Staff, Advisory Board and/or Other):	It is requested the Commission adopt the attached resolution.		
Staff Contact:	Susan Dauderis, City Clerk, (386) 676-3340		
Attachments:	1. 24-07 Support of 2024 FLC Legislative Platform (P24-0006G) 2. 2024-legislative-platform---for-website		
Approval:	Kelly McGuire, Finance Director 1/12/2024 Claire Whitley, Assistant City Manager 1/16/2024 Joyce Shanahan, City Manager 1/17/2024		

RESOLUTION NO. 2024-07

A RESOLUTION URGING MEMBERS OF THE FLORIDA
LEGISLATURE TO SUPPORT THE 2024 FLORIDA LEAGUE
OF CITIES LEGISLATIVE PLATFORM; AND SETTING
FORTH AN EFFECTIVE DATE.

WHEREAS, the membership of the Florida League of Cities adopted the 2024 FLC
Legislative Platform during the FLC Legislative Conference held November 29-December 1,
2023; and

WHEREAS, the Florida Legislature convened the 2024 Legislative Session on January
9, 2024; and

WHEREAS, the City Commission of the City of Ormond Beach supports the 2024 FLC
priorities, which include:

- enterprise fund transfers
- legislative ratification of statewide stormwater rule
- mobility plans
- public safety recruitment and retention
- transportation infrastructure,

and,

WHEREAS, the City Commission of the City of Ormond Beach also supports the FLC
policy positions relating to:

- property assessed clean energy (PACE)
- property tax protection
- short-term rentals
- sovereign immunity;

and,

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

SECTION ONE. The City Commission will work with our local legislative delegation in support of these and other issues affecting Florida's cities, towns and villages during the upcoming 2024 Legislative Session.

SECTION TWO. A copy of this resolution shall be provided to members of our local legislative delegation and the Florida League of Cities, Inc.

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk



PRIORITIES:

Enterprise Fund Transfers

The Florida League of Cities SUPPORTS the preservation of municipal authority to manage municipal revenue sources and realize a reasonable rate of return on their proprietary assets, investments and services.

Legislative Ratification of Statewide Stormwater Rule

The Florida League of Cities SUPPORTS legislation to ratify the Department of Environmental Protection's proposed Environmental Resource Permitting Rules for Stormwater Design and Operation Regulations, Ch. 62-330, F.A.C.

Mobility Plans

The Florida League of Cities SUPPORTS legislation that defines and clarifies mobility plans in order to provide a clear and concise framework for Florida cities to acquire, construct, and implement both traditional and alternative modes of transportation.

Public Safety Recruitment and Retention

The Florida League of Cities SUPPORTS legislation and state funding to enhance the recruitment and retention efforts to attract talent in public safety positions. The Florida League of Cities SUPPORTS legislation that eases certification barriers for sworn law enforcement officers and firefighters relocating to the state of Florida.

Transportation Infrastructure

The Florida League of Cities SUPPORTS legislation to make equitable essential investments to ensure that transportation infrastructure can effectively serve the needs of present and future residents and visitors. This includes identifying new revenue sources for statewide, regional and local transportation requirements while promoting and leveraging existing funding channels. We SUPPORT the introduction of a fee for alternative fuel vehicles to ensure they fairly contribute to transportation infrastructure costs. We also SUPPORT the inflationary indexing of the Municipal Motor Vehicle Fuel Tax. A well-preserved transportation network not only inspires businesses to invest in our cities but also fuels job creation and economic development.

POLICY POSITIONS:

Property Assessed Clean Energy (PACE)

The Florida League of Cities SUPPORTS legislation to clarify the term "local government" under the Property Assessed Clean Energy (PACE) program means a county, a municipality, a dependent special district or an intergovernmental entity that has jurisdiction only within the boundaries of the participating members of an interlocal agreement.

**Property Tax Protection**

The Florida League of Cities SUPPORTS legislation that maintains an equitable property tax system while preserving a municipality's ability to fund public infrastructure, police, fire, emergency services and other essential services. Any further erosions or exemptions on the current property tax structure will unfairly shift the tax burden to the business community, renters and others.

Short-Term Rentals

The Florida League of Cities SUPPORTS legislation that restores authority to local governments for the regulation of short-term rental properties as necessary for quality of life, public safety and the creation of fair lodging standards. The Florida League of Cities SUPPORTS legislation clarifying existing grandfathered municipal short-term rental ordinances can be amended without penalty. The Florida League of Cities OPPOSES legislation that preempts municipal authority as it relates to the regulation of short-term rental properties.

Sovereign Immunity

The Florida League of Cities SUPPORTS protecting Florida taxpayers by limiting the waiver of sovereign immunity on monetary damages recoverable in tort claims against government entities.



City of Ormond Beach AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.H

Section:	CONSENT AGENDA																		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-08																
Strategic Goal:	Quality of Life - Other																		
Department:	Finance - Grants																		
Subject:	CDBG FYs 20-21, 21-22, and 22-23 Subrecipient Agreement Amendments																		
Summary:	This is a request for the City Commission's review and approval of amendments to the Fiscal Year (FY) 2020-2021, FY 2021-2022, and FY 2022-2023 Community Development Block Grant (CDBG) subrecipient agreements to add the Tomoka Avenue Sidewalk Improvement project and to designate CDBG funds within those years to complete the sidewalk improvement project. The sidewalk improvement will be on the northside of Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street. The cost estimate is \$42,590. The project would remove existing 3.5' and 4' wide non-ADA deteriorated sidewalk and replace it with a new 4' and 5' wide ADA compliant sidewalk including ADA compliant detectable mats and curbing. After the City Commission meeting of Sept 6, 2023, following the approval of the Consent Agenda approving the submission of the requested amendments, staff submitted the request to Volusia County Community Assistance for consideration. On Dec 11, 2023 staff received notification that the requested amendments were approved by the County Council on Nov 7, 2023 and need to be executed by the City. <table><tr><th>Activity Description</th><th>Budget</th><th>Transfer</th><th>Revised Budget</th></tr><tr><td>CDBG FY 20-21</td><td></td><td></td><td></td></tr><tr><td>Central Park I (Fleming Playground)</td><td>\$129,804</td><td>(\$4,115)</td><td>\$125,689</td></tr><tr><td>Tomoka Avenue Sidewalk</td><td>\$0</td><td>\$4,115</td><td>\$4,115</td></tr></table>			Activity Description	Budget	Transfer	Revised Budget	CDBG FY 20-21				Central Park I (Fleming Playground)	\$129,804	(\$4,115)	\$125,689	Tomoka Avenue Sidewalk	\$0	\$4,115	\$4,115
Activity Description	Budget	Transfer	Revised Budget																
CDBG FY 20-21																			
Central Park I (Fleming Playground)	\$129,804	(\$4,115)	\$125,689																
Tomoka Avenue Sidewalk	\$0	\$4,115	\$4,115																

	Improvement			
	Hope Place Public Service	\$22,906	\$0	\$22,906
	Total	\$152,710		\$152,710
	CDBG FY 21-22			
	S. Washington St Sidewalk Improvement	\$151,165	(\$33,542)	\$117,623
	Tomoka Ave Sidewalk Improvement	\$0	\$33,542	\$33,542
	Hope Place Public Service	\$22,500	\$0	\$22,500
	Total	\$173,665		\$173,665
	CDBG FY 22-23			
	N. Ridgewood Ave Sidewalk Improvement	\$149,403	(\$4,933)	\$144,470
	Tomoka Ave Sidewalk Improvement	\$0	\$4,933	\$4,933
	Hope Place Public Service	\$22,500	\$0	\$22,500
	Total	\$171,903		\$171,903
	Additionally, all 3 fiscal years include a time extension to accommodate the completion of the Tomoka Avenue Sidewalk Improvement project. CDBG FY 2022-2023 also includes a Plan of Action adjustment to the North Ridgewood Sidewalk Improvement project completion which has been delayed by the installation of cable in the project area.			
Financial Impact:	The City will be reimbursed by Volusia County for the entire project costs. A budget amendment will be necessary to incorporate this project into the FY 2023-24 budget.			
Citizen Impact:	This section of sidewalk is heavily used and is within the City's CDBG Priority Area and also borders the southern perimeter of the Ormond Beach Elementary School. It will provide a safe and ADA compliant sidewalk for the benefit of all citizens.			
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission's approval of the execution of the amendments as outlined above.			
Staff Contact:	Loretta Moio, Grants Coordinator, (386) 676-3315			

Attachments:	1. 24-08 CDBG Amendments (P23-0153G) 2. EXHIBIT A Cover Sheet 3. FY 20.21 CDBG OB Amendment 3 4. FY 21.22 CDBG OB Amendment 2 5. FY 22.23 CDBG OB Amendment 2
Approval:	Kelly McGuire, Finance Director 12/27/2023 Claire Whitley, Assistant City Manager 1/9/2024 Joyce Shanahan, City Manager 1/17/2024

RESOLUTION NO. 2024-08

A RESOLUTION AUTHORIZING THE EXECUTION OF AMENDMENTS TO THE COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENTS FOR FISCAL YEARS 2020-2021, 2021-2022, AND 2022-2023, BETWEEN THE CITY OF ORMOND BEACH AND THE COUNTY OF VOLUSIA; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City of Ormond Beach and the County of Volusia have entered into Community Development Block Grant Subrecipient Agreements for FY2020-2021, FY2021-2022 and FY2022-2023 and said agreements allow for the transfer of funds upon the mutual approval of the City of Ormond Beach and County of Volusia, now therefore,

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

SECTION ONE. The City Manager is hereby authorized and directed to execute the Amendments attached hereto as Exhibit "A" and incorporated herein by reference to the Community Development Block Grant Subrecipient Agreements for FY2020-2021, FY2021-2022 and FY2022-2023 to authorize a time extension of said agreements, amend the Plan of Action for the FY2022-2023 N. Ridgewood Sidewalk Improvement Project completion, and reflect internal fund transfers as follows:

- a) Transfer \$4,115 from Fiscal Year 2020-2021 "Central Park I (Fleming Avenue)" to Fiscal Year 2020-2021 "Tomoka Avenue Sidewalk Improvement";
- b) Transfer \$33,542 from Fiscal Year 2021-2022 "S. Washington Street Sidewalk Improvement" to Fiscal Year 2021-2022 "Tomoka Avenue Sidewalk Improvement"; and
- c) Transfer \$4,933 from Fiscal Year 2022-2023 "N. Ridgewood Avenue Sidewalk Improvement" to Fiscal Year 2022-2023 "Tomoka Avenue Sidewalk Improvement".

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

EXHIBIT “A”



December 11, 2023

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

**Re: FY 2020/21 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment**

Dear Ms. Shanahan:

This letter will approve the following change to the subject agreement as requested by Loretta Moiso, Grants Coordinator in a letter dated September 7, 2023. The amendment was approved by Volusia County Council on November 7, 2023.

1. Amendment Journal

Amendment 1	4/29/2021
Amendment 2	12/21/2021
Amendment 3	12/11/2023

2. Time Extension

The expiration of the subject agreement is extended to 11/18/2024.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

- Tomoka Avenue Sidewalk Improvement: Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
Central Park I (Fleming Ave)	\$129,804	(\$4,115)	\$125,689
Tomoka Avenue Sidewalk Improvement	\$0	\$4,115	\$4,115
Hope Place Public Service	\$22,906	\$0	\$22,906
Total	\$152,710		\$152,710

A revised Request for Monthly Funds Reimbursement and Expense Summary Form has been attached for your use. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

Volusia County

City Manager

Housing & Grants Manager

Date

Date

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, Central Park I (Fleming Ave.)– New Playground.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service
- Section IV - Plan of Action must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, Central Park I (Fleming Ave.)– New Playground.

Section II A and Section IV are not required for Tomoka Avenue Sidewalk Improvement project when submitting the FY 2020/21 Monthly Report. The activity is funded from multiple years and those sections will only need to be provided with the FY 2022/23 Monthly Report.

Section II A and Section IV are no longer needed for the Central Park I (Fleming Ave.), completed project.

Section II B and Section III are no longer needed for the Hope Place Public Service, completed activity.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable.

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include printing and copying services only if these services are invoiced by the awarded contractor or engineer. Stand-alone printing and copying will not be reimbursable for capital projects.

- Include expenses of at least \$200 unless special arrangements have been made with the COUNTY to request a smaller amount of funds to close out a project or replenish funds.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section III and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I

FY 2020/21 Request For Monthly Reimbursement and Expense Summary Form

Subrecipient Name: City of Ormond Beach **Funding Source:** CDBG

Subrecipient Address: _____ **Telephone Number:** _____

City: _____ **State:** _____ **Zip:** _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ **Telephone:** _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

To Be Completed by Subrecipient

DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
<u>Tomoka Avenue Sidewalk Improvement:</u> Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.	\$4,115	\$	\$0	\$4,115
<u>Central Park I (Fleming Ave.)- New Playground:</u> Be responsible for installation of new playground equipment for children ages 5-12 which will replace old equipment installed in the 1990's. The new playground equipment will include benches, poured in place rubber surfacing, concrete curbing around the edge and a new 5' sidewalk connection to the existing sidewalk.	\$125,689	\$	\$125,689	\$0
<u>Hope Place Public Service:</u> Be responsible for operating costs for Hope Place. Hope Place is a shelter for homeless families and unaccompanied students. Funds will be used for the salary and benefits to hire an Unaccompanied Youth House Manager who will be provided with room and board so that they are readily available to mentor te youth and respond to their needs as quickly as possible.	\$22,906	\$	\$22,906	\$0
Total	\$152,710	\$	\$148,595	\$4,115

AMENDMENT JOURNAL: Amendment 1- April 29, 2021, Amendment 2-December 21, 2021, Amendment 3- December 11, 2023

Fair Housing Activities Description:

(fair housing activities must be reported at least every quarter)

Agency Authorized Signature:

(This form is for reproduction or copying by Recipient)

Request Date:

(actual date signed)

Print Name of Agency Authorized Signature:

Volusia County Community Assistance Use Only

Prepared By:		Date		Capital Project Reviewed By:		Date	
Approved By:						Date	

Account #

IDIS #

Funds Requested



December 11, 2023

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

**Re: FY 2021/22 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment**

Dear Ms. Shanahan:

This letter will approve the following change to the subject agreement as requested by Loretta Moisio, Grants Coordinator in a letter dated September 7, 2023. The amendment was approved by Volusia County Council on November 7, 2023.

1. Amendment Journal

Amendment 1	03/04/2022
Amendment 2	12/11/2023

2. Time Extension

The expiration of the subject agreement is extended to 11/18/2024.

3. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

- Tomoka Avenue Sidewalk Improvement: Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.

4. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
S. Washington Street Sidewalk Improvement	\$151,165	(\$33,542)	\$117,623
Tomoka Avenue Sidewalk Improvement	\$0	\$33,542	\$33,542
Hope Place Public Service	\$22,500	\$0	\$22,500
Total	\$173,665		\$173,665

A revised Request for Monthly Funds Reimbursement and Expense Summary Form has been attached for your use. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

Volusia County

City Manager

Housing & Grants Manager

Date

Date

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, S. Washington St. Sidewalk Improvement.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, S. Washington St. Sidewalk Improvement.

Section II A and Section IV are not required for Tomoka Avenue Sidewalk Improvement project when submitting the FY 2021/22 Monthly Report. The activity is funded from multiple years and those sections will only need to be provided with the FY 2022/23 Monthly Report.

Section II A and Section IV are no longer needed for the S. Washington St. Sidewalk Improvement, completed project.

Section II B and Section III are no longer needed for the Hope Place Public Service, completed activity.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.

- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I

FY 2021/22 Request For Monthly Reimbursement and Expense Summary Form

Subrecipient Name: City of Ormond Beach **Funding Source:** CDBG

Subrecipient Address: _____ **Telephone Number:** _____

City: _____ **State:** FL **Zip:** _____

Month of Report - this is the month that is being reported on:
(the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ **Telephone:** _____

Reimbursement Funds Requested for this Period: _____ **Final Request:** ☐ Yes ☐ No

To Be Completed by Subrecipient

DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
Tomoka Avenue Sidewalk Improvement: Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.	\$33,542	\$	\$0	\$33,542
S. Washington St. Sidewalk Improvement: Be responsible for the installation of a 4' wide concrete sidewalk on the west side of S. Washington St. from Live Oak Ave. to Division Ave., however, two alternates will be shown as part of the bid from Live Oak Ave. to Midway Ave. (approximately 240') and from Midway Ave. to Tomoka Ave. (approximately 235'). If these two alternates, or one, are within budget, they will be added.	\$117,623		\$117,623	\$0
Hope Place Public Service: Be responsible for operating costs for Hope Place Shelter. Funds will be used to assist the agency with increased costs for electricity, water, propane gas, phone, internet, and garbage collection as these utilities are anticipated to increase by approximately 14%.	\$22,500		\$22,500	\$0
Total	\$173,665		\$140,123	\$33,542

AMENDMENT JOURNAL **Amendment 1 - 3/4/22, Amendment 2 – 12/11/23**

Fair Housing Activities Description: (fair housing activities must be reported at least every quarter)			
Agency Authorized Signature: (This form is for reproduction or copying by Recipient)		Request Date: (actual date signed)	
Print Name of Agency Authorized Signature:			

Volusia County Community Assistance Use Only

Prepared By:		Date		Capital Project Reviewed By:		Date	
Approved By:							Date
Account #					IDIS #	Funds Requested	



December 11, 2023

Joyce Shanahan, City Manager
City of Ormond Beach
22 South Beach St.
Ormond Beach, FL 32174

**Re: FY 2022/23 Community Development Block Grant (CDBG)
Subrecipient Agreement Amendment**

Dear Ms. Shanahan:

This letter will approve the following changes to the subject agreement as requested by Loretta Moisio, Grants Coordinator in a letter dated September 7, 2023 and the monthly report submitted December 6, 2023. The amendment was approved by Volusia County Council on November 7, 2023.

1. Amendment Journal

Amendment 1	02/23/2023
Amendment 2	12/11/2023

2. Time Extension

The expiration of the subject agreement is extended to 11/18/2024.

3. Plan of Action Change

The Plan of Action contained in the subrecipient agreement are hereby updated for the following project:

- N. Ridgewood Avenue Sidewalk Improvement

4. Statement of Work

The Statement of Work contained in the subrecipient agreement is hereby updated to include the following project, as follows:

- Tomoka Avenue Sidewalk Improvement: Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.

5. Budget Amendment

The budget contained in the subrecipient agreement is hereby updated as follows:

Activity Description	Budget	Transfer	Revised Budget
N. Ridgewood Avenue Sidewalk Improvement	\$149,403	(\$4,933)	\$144,470
Tomoka Avenue Sidewalk Improvement	\$0	\$4,933	\$4,933
Hope Place Public Service	\$22,500	\$0	\$22,500
Total	\$171,903		\$171,903

A revised Request for Monthly Funds Reimbursement and Expense Summary Form has been attached for your use. It is understood that this amendment does not modify any provisions to the above-described contract other than listed above. This amendment will become effective when signed by both parties. A copy of the executed amendment will be sent for your records once signed by Volusia County.

City of Ormond Beach

Volusia County

City Manager

Housing & Grants Manager

Date

Date

ATTACHMENT V – REQUEST FOR FUNDS REIMBURSEMENT REPORT

The Request for Funds Reimbursement Form is due to the COUNTY by the 10th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed. The Request for Funds Reimbursement Form is a monthly submittal requirement for all SUBRECIPIENTS and/or their Agents. It is made up of five sections: Section I - Request for Monthly Reimbursement and Expense Summary Form, Section II A – CDBG Capital Project Status Report, Section II B - CDBG Public Service Status Report, Section III - LMI Clientele Status Report, Section IV - CDBG Plan of Action.

- The Section I – Request for Monthly Funds Reimbursement and Expense Summary Form must include reporting fair housing activities completed at least once per quarter.
- Section II A – CDBG Capital Project Status Report must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, N. Ridgewood Avenue Sidewalk Improvement.
- Section II B – Public Service Status Report must be submitted for the following activity: Hope Place Public Service.
- Section III – LMI CDBG Clientele Status Report must be submitted for the following activity: Hope Place Public Service.
- Section IV - Plan of Action must be submitted for the following activities: Tomoka Avenue Sidewalk Improvement, N. Ridgewood Avenue Sidewalk Improvement.

Section II B and Section III are no longer needed for the Hope Place Public Service, completed activity.

Requesting reimbursement:

Reimbursement requests and related backup documentation received from the SUBRECIPIENT will be reviewed by the COUNTY to determine if the requirements for a proper invoice are met. If the received request is not a proper invoice, it will be rejected and the SUBRECIPIENT will be notified that the request is improper and indicate what corrective action is needed for resubmission. If the received request is a proper invoice it will be processed and paid in accordance with the Florida Prompt Payment Act, as applicable

A proper invoice for reimbursement will:

- Include only expenses that are allowable, eligible and procured in accordance with the program requirements.
- Include only expenses that are allocable to projects within this agreement.
- Include proof of payment by the SUBRECIPIENT.
- Include an invoice for the work, if applicable. The invoice must state when the work was completed and the name of the contractor that completed the work.
- Be in compliance with all Davis-Bacon Fair Labor Standard requirements if construction work was completed by a contractor. If applicable, the COUNTY must have all necessary employee interviews and approved certified payroll reports from all related contractors and subcontractors for the dates being invoiced.
- Be in compliance with all Section 3 and M/WBE reporting requirements.
- Will include backup documentation to demonstrate that expenses for work completed by employees of the SUBRECIPIENT are allocable to the project, if applicable. Documents to demonstrate employee expenses may include payroll records, signed timesheets, and evidence of costs of employment.

SECTION I**FY 2022/23 Request For Monthly Reimbursement and Expense Summary Form**Subrecipient Name: City of Ormond Beach Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that is being reported on:
 (the report must be submitted by the 10th day of the following month) _____

CDBG Contact Person: _____ Telephone: _____

Reimbursement Funds Requested for this Period: _____ Final Request: ☐ Yes ☐ No**To Be Completed by Subrecipient**

DESCRIPTION OF ACTIVITY	BUDGET	EXPENSES THIS MONTH	EXPENSES TO-DATE	AVAILABLE BALANCE
<u>Tomoka Avenue Sidewalk Improvement</u> : Be responsible for the removal and replacement of the sidewalk on Tomoka Avenue from South Ridgewood Avenue to Eileen Butts Street including ADA compliant detectable mats and curbing.	\$4,933	\$	\$0	\$4,933
<u>N. Ridgewood Avenue Sidewalk Improvement</u> : Be responsible for the installation of an ADA compliant sidewalk with detectable mats and curbing along N. Ridgewood from hernandez to New Britain. The project will include detectable mats and curbing from Wilmette Ave to Hernandez if funding allows.	\$144,470	\$	\$0	\$144,470
<u>Hope Place Public Service</u> : Be responsible for operating costs for Hope Place Shelter. Provision of funds will be used for salaries for housing counselors, educational materials and promotional materials at Hope Place.	\$22,500		\$22,500	\$0
Total	\$171,903	\$	\$22,500	\$149,403

AMENDMENT JOURNAL Amendment 1- 2/23/23, Amendment 2- 12/11/23

Fair Housing Activities Description: (fair housing activities must be reported at least every quarter)			
Agency Authorized Signature: (This form is for reproduction or copying by Recipient)		Request Date: (actual date signed)	
Print Name of Agency Authorized Signature:			

Volusia County Community Assistance Use Only

Prepared By:		Date		Capital Project Reviewed By:		Date	
Approved By:						Date	
Account #					IDIS #	Funds Requested	

SECTION II A – CDBG Capital Project Status Report FY 2022/23

Subrecipient: City of Ormond Beach

Project Name: N. Ridgewood Avenue Sidewalk Improvement

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

SECTION II A – CDBG Capital Project Status Report FY 2022/23

Subrecipient: City of Ormond Beach

Project Name: Tomoka Avenue Sidewalk Improvement

Month of Report - this is the month that is being reported on: (the report must be submitted by the 10th day of the following month): _____

1. CDBG allocation _____ Project budget _____ Actual award (if known) _____

Please describe any changes to project costs/award: _____

2. Are reimbursements being requested for this activity? ☐ Yes ☐ No

If yes, answer questions 3-8. If no, continue to question 9.

3. What is the amount being requested? _____

4. What timeframe did the original expenses occur? From _____ To _____

5. What timeframe did City of Ormond Beach pay expenses? From _____ To _____

6. Is backup documentation included to support expenses? ☐ Yes ☐ No

7. Has backup documentation been reviewed by the City of Ormond Beach CDBG Contact? ☐ Yes ☐ No

8. Have the calculations been reviewed by the City of Ormond Beach CDBG contact? ☐ Yes ☐ No

9. Estimated project/activity completion date: _____

10. Percent of project/activity completed to date: _____

11. Method of procurement identified in application (i.e., formal sealed bid, written quote...): _____

Is this still applicable: ☐ Yes ☐ No

If not, describe changes and/or proposed procurement method:

12. Have any project dates changed by more than 60 days since the last Plan of Action was approved? ☐ Yes ☐ No

13. Has a new subrecipient agreement amendment Plan of Action been submitted? ☐ Yes ☐ No

14. Describe specific work tasks and quantified accomplishments completed this month:

15. Describe specific work tasks and quantified accomplishments for upcoming month (detailed narrative required every month):

Section IV - CDBG Plan of Action FY 2022/23

Subrecipient	CITY OF ORMOND BEACH			
Project Name	N. Ridgewood Avenue Sidewalk Improvement			
Is project being implemented by forced labor (employees of the Subrecipient)?			☐ Yes	☐ No
Milestones	Originally Submitted Date	Current Amended Date (if applicable)	Requesting Amended Date (if applicable)	Actual Date
Authorization to Proceed Received	10/1/22	1/27/23		1/31/23
Technical Design & Procurement Documents, Municipality Approved	12/5/22	1/30/23		1/30/23
Complete Solicitation Package Submitted to Volusia County	12/8/22	2/10/23		2/10/23
Solicitation Package Approved by Volusia County	12/20/22	2/13/23		2/13/23
Solicitation Advertised	2/19/23	3/26/23		3/26/23
Pre-Bid Meeting	3/9/23	4/13/23		4/13/23
Bid Opening	3/21/23	4/25/23		4/25/23
Contract Award	5/16/23	6/6/23		6/6/23
Pre-Construction Meeting	7/10/23	7/10/23		7/31/23
Issue Notice to Proceed	7/17/23	7/17/23		7/31/23
Project Start Date	7/17/23	7/17/23		8/7/23
Project Completed	11/14/23	10/13/23	2/19/24	
All Reimbursement Requests Submitted to Volusia County	12/18/23	12/18/23	4/22/24	

Section IV - CDBG Plan of Action FY 2022/23

Subrecipient	CITY OF ORMOND BEACH				
Project Name	Tomoka Avenue Sidewalk Improvement				
Is project being implemented by forced labor (employees of the Subrecipient)?				☐ Yes	☐ No
Milestones	Originally Submitted Date	Current Amended Date <i>(if applicable)</i>	Requesting Amended Date <i>(if applicable)</i>	Actual Date	
Authorization to Proceed Received	10/1/22				
Technical Design & Procurement Documents, Municipality Approved	1/29/24				
Complete Solicitation Package Submitted to Volusia County	2/5/24				
Solicitation Package Approved by Volusia County	2/12/24				
Solicitation Advertised	3/10/24				
Pre-Bid Meeting	3/28/24				
Bid Opening	4/11/24				
Contract Award	5/2/24				
Pre-Construction Meeting	6/10/24				
Issue Notice to Proceed	6/17/24				
Project Start Date	6/17/24				
Project Completed	9/15/24				
All Reimbursement Requests Submitted to Volusia County	11/18/24				



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-09
Strategic Goal:	Public Safety - Other		
Department:	Police Department		
Subject:	Renewal - Tow Contract, Universal Towing		
Summary:	Staff recommends a one-year renewal extension for tow services to Universal Towing, Inc. Universal Towing was awarded the contract in Jan 2021 as a result of RFP No. 21-07. They were the only company to submit a proposal. The contract was for 2 years with an option for 3 additional one-year extensions. Staff intends to execute the 2nd of these one-year renewals, extending the contract to Jan 19, 2025.		
Financial Impact:	None		
Citizen Impact:	Utilizing a contracts improves efficiency in responding to motor vehicle incidents. Services are professional and immediate in times of need and is an asset to the City, residents and visitors.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the Tow Contract with Universal Towing unless otherwise directed by the Commission.		
Staff Contact:	Jesse Godfrey, Police Chief, (386) 676-3500		
Attachments:	1. 24-09 Universal Towing Renewal (P23-0246G) 2. 2021 Original Tow Contract 3. Universal Renewal (P23-0246G) 4. CamScanner 01-12-2024 16.56		
Approval:	Kelly McGuire, Finance Director 1/8/2024 Claire Whitley, Assistant City Manager 1/9/2024 Joyce Shanahan, City Manager 1/17/2024		

RESOLUTION NO. 2024-09

A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT RENEWAL OF A TOWING RELATED SERVICES CONTRACT BETWEEN THE CITY OF ORMOND BEACH AND UNIVERSAL TOWING, INC.; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2021-32, the City and Universal Towing, Inc. entered into a Towing Related Services Contract with an effective date of January 20, 2021, and

WHEREAS, the initial term of the contract was for two years with the option to renew for three additional one-year periods, and

WHEREAS, the City's professional staff recommends that the City exercise the second renewal option for the period January 20, 2024 through January 19, 2025, and

WHEREAS, the City Commission concurs with the said recommendation, and finds that renewing the Towing Related Services Contract with Universal Towing, Inc. is in the best interest of the health, welfare and safety of the general public, now therefore,

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Contract Renewal for a one-year renewal of the Towing Related Services Contract with Universal Towing, Inc. A copy of said Contract Renewal is attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

TOWING RELATED SERVICES CONTRACT
(Reference RFP 2021-07)

This Contract is hereby entered into on the 20th day of January, 2021, by and between the CITY OF ORMOND BEACH, a Florida municipal corporation, hereinafter referred to as "City," and UNIVERSAL TOWING, INC., located at 542 LPGA Blvd., Holly Hill, FL 32117, hereinafter referred to as "Towing Company," in consideration of the mutual covenants, terms, and conditions set forth in this Contract and all Exhibits incorporated by reference herein:

SECTION 1. DEFINITIONS.

(A) *Class "A" vehicle* means a vehicle with a gross vehicle weight of 10,000 pounds or less, including but not limited to cars, light trucks (1-ton and under), motorcycles, and cargo or lawn trailers (with 2- or 4-wheels).

(B) *Class "B" vehicle* means a vehicle with a gross vehicle weight rating from 10,001 pounds up to 33,000 pounds, including but not limited to small dump trucks, step vans, service body vehicles, and construction equipment.

(C) *Class "C" vehicle* means a vehicle with a gross vehicle weight rating from 33,301 pounds up to 80,000 pounds, including but not limited to heavy duty fire apparatus, tandem dump trucks, sewer cleaners, tractor trailers, and construction equipment.

(D) *Nonconsensual towing* means the removal and storage of wrecked or disabled vehicles from an accident scene or the removal and storage of a vehicle in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle, excepting "*trespass towing*" defined below.

(E) *Trespass towing* means the towing or removal of a vehicle, without the consent of the vehicle's owner or operator, as such is authorized by *Sec. 715.07, Florida Statutes*, when that vehicle is parked on private real property.

SECTION 2. VEHICLE CLASSES; SERVICE CATEGORIES; RESPONSE TIMES.

(A) **Category I: Emergency Towing Services.** At the direction of either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The confiscation or seizure of vehicles as authorized by *Chapter 932, Florida Statutes*. Any such vehicle must be towed from the point of seizure to the Ormond Beach Police Department storage compound. Upon request, the Towing Company shall provide the Police Department with reasonable assistance in the examination of vehicles stored by the Towing Company. Such assistance shall include the availability and use of a wrecker at the storage site for the moving of vehicles to be examined by police officers. In the event the Police Department has founded suspicion that any property in, on, or affixed to the vehicle is stolen, and such property may be removed without adversely affecting the operability of the vehicle, the Police Department shall be permitted to effect the removal of the property. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(2) The removal of disabled vehicles from accident scenes, either with consent of the owner/operator; or when the officer-in-charge determines that a vehicle (or vehicles) must be removed from the scene in the interest of public safety without such consent. The Towing Company shall, at no cost to the City, promptly and thoroughly clean

all debris off the public streets, way, sidewalks, parks, avenues, and property of the City, and remove the same to a proper place away from the scene of any such accident if the accident scene is to be, is being, or has been serviced by the Towing Company, or the agents, servants, or employees of the Towing Company. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(3) The removal and transportation of illegally parked vehicles from municipal property or public rights-of-way. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City.

(4) The removal and transportation of disabled emergency vehicles operated by the City's Police and Fire Departments. When authorized and directed by either the City's Police or Fire Chief, or their designees, the Towing Company shall provide for the removal and transportation of all classes of police and fire department vehicles to any point within Volusia and Flagler County at no charge to the City.

(5) **Response Times.** Services in Category I shall be rendered by the Towing Company upon demand of the Police Chief or designee at any and all times, twenty-four (24) hours a day, seven (7) days a week, including holidays, with a maximum response time of 20-minutes for at least ninety-five (95%) percent of all service calls; and a 30-minute response time for the remaining five (5%) percent of service calls.

(B) **Category II: Non-Emergency Towing Services.** At the direction of the City's Fleet Manager, or designee, the Towing Company shall provide for the removal, transport, and storage of Class "A", Class "B", and Class "C" vehicles, from public or private property situated within the City, in response to or arising from the following requirements:

(1) The removal and transport of vehicles owned or leased by the City to any location within Volusia County. The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles at no charge to the City during each year of the Contract.

Although infrequent, City vehicles must occasionally be towed to or from Flagler County. Removal and transport of City Class "A" vehicles to or from Flagler County shall be at 50% of the contractor's established rate.

In addition, the Towing Company shall jump start and change the flat tires of any City Class "A" vehicles within Volusia or Flagler County at no charge to the City.

(2) The removal, transport, and storage of abandoned or discarded vehicles arising or resulting from the City's code enforcement activities. The billing for such tow and storage services shall be directly to the owner of the vehicle, and at no charge to the City. The City shall waive any and all salvage rights that may be permitted by law for such vehicles; and shall retain no liens upon them.

(3) **Response Times.** Services in Category II shall be rendered by the Towing Company upon demand of the Fleet Manager, or designee, between the hours of 7:00 A.M. and 5:00 P.M., Monday through Friday, excepting holidays, within 1-hour of the request for service in at least fifty (50%) percent of all service calls; and a 2-hour response time for the remaining fifty (50%) percent of service calls.

SECTION 3. CONSIDERATION; TOWING OF CITY OWNED OR LEASED VEHICLES.

(A) As consideration for the performance of services under this Contract the Towing Company shall provide for the emergency removal and transportation of all classes of vehicles operated by the City's Police and Fire Departments, at NO CHARGE as set forth in

Sections 2(A)(4), (5), above.

(B) As further consideration for the performance of services under this Contract, The Towing Company shall provide 195 (one hundred ninety-five) free tows (removal and transport) of Class "A" vehicles owned or leased by the City per contract year at NO CHARGE to the City as set forth in Sections 2(B)(1), (3), above. In addition, the Towing Company shall jump start and change the flat tires of any Class "A" vehicles at NO CHARGE to the City as set forth in Sections 2(B)(1), (3).

(C) The provisions of this section shall apply whether or not the Towing Company is or shall become the sole provider of services under this Contract.

SECTION 4. CONTRACT TERM; TERMINATION PROVISIONS; BREACH; REMEDIES.

(A) Contract Term: The initial term of this Contract shall be for a period of two (2) years beginning on January 20, 2021 and may be renewed for three (3) additional 1-year periods upon mutual agreement of the parties.

(B) Termination without cause: Either party may terminate the Contract without cause, at any time by providing written notice of such cancellation at least thirty (30) days prior to the date of cancellation. The parties may mutually agree to waive the thirty (30) day notice requirement.

(C) Termination for cause: The Police Chief or designee(s) is/are authorized to closely monitor the Towing Company's operations and, in the event a factual determination is made by the Police Chief or designee(s) that the Towing Company has breached a material term or condition of this Contract, the Police Chief shall so notify the

Towing Company, in writing, specifically as to the manner and basis upon which said breach is predicated. If within a period of seven (7) days the Towing Company has not remedied the condition(s) considered to constitute said breach, the Police Chief may suspend the Towing Company for up to four (4) towing weeks, with service during such periods of suspension provided by any other available Towing Company in the City, or terminate for cause. The Towing Company may appeal such suspension or termination to the City Manager. The Police Chief shall so notify the City Manager and a hearing shall be set for a date within fifteen (15) days of such notice. At that time, the City Manager shall hear the Towing Company and the City representatives and shall make a determination as to whether or not there has been a breach of the Contract. If the City Manager determines there has been a breach, he/she may take such action thereon as deem appropriate, including without limitation, a suspension for any period of time determined proper under the circumstances, or termination of the Contract. The decision of the City Manager is final. Any lesser remedial action than termination shall not waive the City's right to further remedial action.

(D) In addition to terminating this Contract for cause, the City may recover from the cash or surety bond all administrative costs as provided by this Section.

(E) The City may, if it so elects, pursue any other remedies provided by law for breach of this Contract or any of its terms, covenants, conditions, or stipulations. No right or remedy herein conferred upon or reserved to the City or to the Towing Company is intended to be exclusive of any other right or remedy now or hereafter existing at law or at equity or by statute.

SECTION 5. NONCONSENSUAL AND TRESPASS TOWING; RATES AND FEES.

(A) The Towing Company shall provide access to the owner of the vehicle, or to any person with written authorization from the owner, and allow the owner or his authorized agent to remove any item not affixed to the vehicle. The owner or his authorized agent may also remove the tag from the vehicle, so long as state law requires the tag to stay with the owner. Nothing contained herein shall prohibit the Towing Company from requiring the execution of a full Release prior to allowing the owner or his authorized agent to have access to the vehicle.

(B) The Towing Company may not charge the owner of the vehicle an amount in excess of the maximum rates and fees provided for in Sec. 118-98, Volusia County Code of Ordinances, as amended, for non-consensual and trespass tows that originate within the City; however, in the event the City adopts by ordinance a maximum rate and fee structure applicable to non-consensual and trespass tows during the term of this contract, the Towing Company shall comply with the rates, fees, and provisions set forth therein. The City shall not be liable in the event of non-payment by the owner of the vehicle being towed.

SECTION 6. PROHIBITED CHARGES. In the event a determination is made by the Police Chief that a vehicle has been towed in error at the direction of an authorized representative of the City, the City shall reimburse the Towing Company for the reasonable charges associated therewith and the Towing Company shall not charge the owner of the towed vehicle.

SECTION 7. STORAGE FACILITIES.

(A) The Towing Company shall maintain a storage garage and/or outside storage facilities complying with all applicable building and zoning regulations. Such

storage facilities shall:

(1) Contain a minimum of two hundred (200) spaces in an area which is completely fenced;

(2) Have available a minimum of four (4) spaces inside a building for the storage of vehicles which require police processing. These spaces shall be maintained to provide protection from the weather and security from the general public for vehicles which require police processing.

(3) The Towing Company shall have an employee on duty at the required storage facility, or upon immediate call to the facility, twenty-four (24) hours a day, seven (7) days a week, including holidays.

(4) Upon reasonable notice, the required storage facilities shall be subject to inspection and shall be approved by the Police Chief or his designated agent during the term of this Contract. Notice of any discrepancies or deficiencies in compliance which are found by the City shall be submitted to the Towing Company in writing, and the Towing Company shall remedy the same within seven (7) days of receipt of such notice. Upon the failure of the Towing Company to remedy the deficiencies in compliance, action may be taken by the City pursuant to Section 4 of this Contract.

(5) Any vehicle which has been marked "HOLD" by the Police Department shall be held at the required storage facility, unless indicated otherwise, at no charge to the City, for whatever period of time is necessary in order to properly process the vehicle and complete the investigation. Personnel of the Ormond Beach Police Department shall be permitted access to such vehicles at all reasonable times. Vehicles stored in enclosed areas shall be secured from access by unauthorized persons. The Towing Company shall take reasonable steps to protect all stored vehicles and their

contents from theft and damage.

(6) The Towing Company shall make such written reports to the City as may be required under Florida law.

SECTION 8. TOWING EQUIPMENT/PERSONNEL.

(A) The Towing Company shall, during the term of this Contract, own a minimum of three (3) wreckers to provide the services required by this Contract, one of which must be a Class "C" wrecker. The wreckers of the Towing Company shall meet the requirements and specifications set forth in *Rule 15B-9.005, Fla. Adm. Code*, as the same now exists and as may from time to time be amended. A copy of said Rule, as it currently exists, is attached hereto and incorporated by reference herein.

(B) Said wreckers shall be of recognized commercial make and shall have a wrecker winch (chassis) and truck towing capacity suitable for the removal and transportation of the various types of motor vehicles contemplated by this Contract without damage to such vehicles and without undue interference with the flow of traffic.

(C) All wrecker drivers are required to have the applicable Florida license required in order to operate the given vehicle, and shall comply and be familiar with the Florida Uniform Traffic Control Law, *Chapter 316, Florida Statutes*.

SECTION 9. RADIO COMMUNICATIONS. The Towing Company shall provide a two-way radio communication system between its offices and all wreckers operated by the Towing Company. The Towing Company shall maintain a direct telephone line of incoming police calls in addition to such other telephones as are necessary for regular business use.

SECTION 10. NON-EXCLUSIVENESS OF SERVICE. The Towing Company agrees that the owner or person in possession of any vehicle which has been disabled shall have the

opportunity to contact a wrecker or towing company of his/her own choice if the disabled vehicle does not create a hazardous condition and a reasonable response time can be expected. Said person, at the scene of an accident or otherwise, shall be given the opportunity of having such vehicle towed to a location other than the storage facility of the Towing Company.

SECTION 11. BENEFITS FROM REPAIRS PROHIBITED. The Towing Company shall not benefit directly or indirectly, without the express written consent of the owner of the vehicle, or his/her authorized agent, from any motor vehicle repair or painting with respect to vehicles towed and/or stored by the Towing Company under the terms and provisions of any agreement between the City and the Towing Company. Any such agreement between the Towing Company and the owner shall state the repairs/painting to be done as well as the price and terms of payment.

SECTION 12. LIABILITY OF TOWING COMPANY. The liability of the Towing Company for any towed vehicles under this Contract, and all property contained therein, shall commence at the time a wrecker is hooked to any vehicle to be towed. Whenever a vehicle is marked "HOLD," the Towing Company or its employees, representatives, or agents shall endorse the inventory prepared by the police officer authorizing the impoundment.

SECTION 13. PERSONAL PROPERTY IN VEHICLES. To the extent provided by law, the Towing Company shall be held accountable and liable for damage or loss to all personal property in the vehicles towed pursuant to this Contract and for all vehicle accessories. Personal property situated in a vehicle stored by the Towing Company shall not be disposed of to defray any charges for storage or towing of the vehicle, unless authorized by the owner of said vehicle in writing or permitted by applicable law. Access

to such vehicle shall be provided in accordance with Section 5(A) of this Contract. All such personal property must be returned at once, unless directed otherwise by the City and in which event written authority to release must be issued by the City, to the owner or person entitled to legal possession thereof, or their authorized agent, upon proper proof of ownership or right to possession. Should the Towing Company release any personal property, the owner or person entitled to possession thereof shall receipt the Towing Company for the same.

SECTION 14. RELEASE OF THE VEHICLE. The Towing Company agrees to release any vehicle which has not been marked "HOLD" to the proper owner, or his/her authorized agent entitled to possession of the vehicle, upon the payment of all allowed and applicable charges. Any vehicle which has been marked "HOLD" by the Ormond Beach Police Department cannot be released without prior written authority from the Police Department. The Towing Company shall require proper proof of ownership or right to possession before releasing a vehicle, and the Towing Company shall be given a receipt for the vehicle.

SECTION 15. POSTING CHARGES. The Towing Company shall prominently post a sign at the storage facility in such a manner that it is conspicuous to the public, which lists the charges to be imposed upon persons whose vehicles are towed pursuant to this Contract. As to such persons, the Towing Company shall not impose any charges that exceed such posted or listed amounts.

SECTION 16. ITEMIZED STATEMENTS. Should any owner or his/her authorized agent, entitled to possession of a towed and/or stored vehicle seek to reclaim the same from the Towing Company, the Towing Company shall provide such owner or such person with an itemized statement of all charges relating to the towing and storage of such vehicle.

SECTION 17. INDEMNIFICATION AND HOLD HARMLESS.

(A) The City, and its agents, employees, and officials, both elected and appointed, shall be indemnified and held harmless by the Towing Company from any and all claim(s) resulting in liabilities, damages, losses and costs, including but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct in the performance of the construction Contract by the Towing Company, including persons such as subcontractors employed or utilized by the Towing Company, unless any such claim arises as a result of the City's sole negligence, as determined by the final arbiter of such claim. Additionally, the City expressly retains all rights, benefits, privileges and immunities provided to Municipalities by Sovereign Immunity.

(B) The Towing Company agrees to pay on behalf of the City, and to pay the cost of the City's legal defense, as may be selected by the City, for all claims described in subsection (A), above. 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.

SECTION 18. INSURANCE REQUIREMENTS. At all times during the term of this Contract, the Towing Company shall maintain the Commercial General Liability Insurance, Workers' Compensation, and Automobile Liability policies of insurance and coverage limits required by the City of Ormond Beach Resolution 2011-116 (or as amended) which is attached and incorporated by reference herein. In addition, the Towing Company shall maintain:

1. Garage liability insurance in an amount not less than \$300,000 combined single limit liability.

2. Garage keeper's legal liability insurance in an amount not less than \$50,000 for each loss, covering perils of fire and explosion; theft of a vehicle, its parts or contents; riot and civil commotion; vandalism; malicious mischief; and damage to a vehicle in tow.

3. The following minimum levels of combined bodily injury liability insurance and property damage liability insurance [required by Section 627.7415, F.S.](#):

a. Fifty thousand dollars (\$50,000) per occurrence for a wrecker with a gross vehicle weight of less than 35,000 pounds.

b. One hundred thousand dollars (\$100,000) per occurrence for a wrecker with a gross vehicle weight of 35,000 pounds or more, but less than 44,000 pounds.

c. Three hundred thousand dollars (\$300,000) per occurrence for a wrecker with a gross vehicle weight of 44,000 pounds or more.

THE CITY SHALL BE NAMED AN ADDITIONAL INSURED ON GENERAL LIABILITY AND AUTOMOBILE POLICIES OF INSURANCE AND CERTIFICATES THEREOF.

SECTION 19. RECORDS, BOOKS AND PAYMENT. The City reserves the right, during normal business hours, to inspect and audit the Towing Company records pertaining to services provided under this Contract. The Towing Company acknowledges that business records maintained in connection with its towing services for the City are subject to public inspection under the Public Records Act, Chapter 119, *Florida Statutes*.

SECTION 20. RIGHT TO CANCEL SERVICE CALL. The City shall have the right to cancel a request for Towing Company services until the time at which the wrecker arrives on the scene, and there shall be no charge to the City or to the vehicle operator/owner in the event of such cancellation.

SECTION 21. COMPLIANCE WITH LAWS. The Towing Company agrees to and shall comply with all applicable provisions of the Florida Statutes and all applicable City and

County Ordinances. The Towing Company further specifically agrees that none of its wreckers shall be parked in any residential area of the City at any time other than during the weeks the Towing Company is on call.

SECTION 22. CASH BOND. Prior to the effective date of this Contract, the Towing Company shall post a cash or surety performance bond in the amount of two thousand five hundred (\$2,500.00) dollars with the City to be used by the City in the event the Towing Company fails to provide services required by the Contract, for the purpose of defraying costs incurred by the City in making adequate arrangements for the removal of vehicles.

SECTION 23. MISLEADING, DISHONEST AND ILLEGAL PRACTICES. The Towing Company warrants that it will not engage in any misleading, dishonest, or illegal practices with regard to the vehicles towed pursuant to this Contract, and that it will charge owners of vehicles only those amounts permitted under this Contract for those services covered by this Contract. In the event that an overcharge or other violation covered by this section is reported to the City, the City shall promptly notify the Towing Company of the alleged violation. If within one (1) day of such notice, a satisfactory explanation is not received by the Police Chief, or the violation is not otherwise remedied and assurances given that similar violations will not occur in the future, the violation may be reported to the City Manager for remedial action, including cancellation of the Contract, as provided for in Section 4 hereof.

SECTION 24. MISCELLANEOUS.

(A) The descriptive headings appearing in this Contract are for convenience only and are not to be construed either as a part of the terms and conditions hereof or as any interpretation thereof.

(B) The RFP documents and specifications contained therein are made a part of this Contract by reference.

(C) It is mutually understood and agreed that nothing contained in this Contract is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto or as constituting the Towing Company as an agent or representative of the City for any purpose or in any manner whatsoever.

(D) The Towing Company may not assign this Contract and its rights hereunder, in whole or in part, except with the prior written consent of the City Manager, which consent shall not be unreasonably withheld. The transfer of a majority of the stock of the Towing Company shall be deemed as an assignment of this Contract.

(E) All Class "A" vehicles owned or leased by the City shall be transported by flat bed. Construction equipment shall be transported by low boy or flat bed.

(F) The towing of all Class "B" and Class "C" vehicles owned or leased by the City shall include drive shaft and/or axle removal with appropriate air charge, if required.

(G) The City's Fleet Manager may establish administrative procedures and requirements relating to the services performed under this Contract for vehicles owned or leased by the City, including the submission of an invoice or other form(s) of documentation, with which the Towing Company shall comply.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first hereinabove written.

Dated this _____ day of _____, 2021.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2021.

Witnesses:

UNIVERSAL TOWING, INC.

Print Name: _____

By: _____
Print Name: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Title: _____

**CONTRACT RENEWAL
TO TOWING RELATED SERVICES CONTRACT**

WHEREAS, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, hereinafter referred to as “CITY”, and **UNIVERSAL TOWING, INC.**, hereinafter referred to as “Towing Company”, became parties to a certain Contract for the provision of towing related services by the Towing Company to the City for an initial term of two years effective on January 20, 2021, and

WHEREAS, a renewal provision contained in the aforesaid Contract provided for three (3) additional one-year periods, subject to the mutual agreement of the parties, and

WHEREAS, the parties hereby agree to the extension of said Contract for the second additional one-year period of time, now therefore

1. This Contract Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid Contract previously executed by the parties.
2. The initial contract term set forth in Section 4(A) of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through January 19, 2025, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.
3. All other terms and conditions set forth in the Contract previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this _____ day of _____, 2024

Witnesses:

UNIVERSAL TOWING, INC.

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Attest: _____

Print Name: _____

Title: _____

**CONTRACT RENEWAL
TO TOWING RELATED SERVICES CONTRACT**

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1. This Contract Renewal, including the recitals set forth hereinabove, is made a material part of the aforesaid Contract previously executed by the parties.
2. The initial contract term set forth in Section 4(A) of the Contract is hereby renewed for a one-year period of time; and the Contract shall remain in effect through January 19, 2025, unless otherwise renewed or terminated in accordance with the terms and conditions set forth therein.
3. All other terms and conditions set forth in the Contract previously executed by the parties shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Renewal to be executed by the following duly authorized representatives of the parties on the dates indicated below.

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

DATED this 12th day of January, 2024

Witnesses:

UNIVERSAL TOWING, INC.

Angela W Rogers
Print Name: Angela W Rogers

By: Fred Campagnolo
Print Name: Fred Campagnolo
Title: VP

Print Name: _____

Attest: Fred N. Campagnolo
Print Name: Fred N. Campagnolo
Title: GM



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Public Works - Engineering		
Subject:	2024 Roadway Resurfacing		
Summary:	In January 1997, the City Commission approved a dedicated millage and creation of a pavement restoration program which identifies and prioritizes resurfacing of the City's 187 miles of roadway. Engineering staff manages the resurfacing program and coordinates annual resurfacing of selected roadways. This program has successfully prevented significant roadway deterioration, which results in higher roadway reconstruction costs. The primary focus of the roadway resurfacing program is the prioritization of roadways based upon consideration of a number of factors including vehicular usage and asphalt condition. The City utilizes a pavement management software program to identify and prioritize resurfacing areas, combined with onsite staff inspections to ensure appropriate selection and make adjustments based on physical conditions observed. From this collected data, a selection of the best candidates fitting into the annual budget occurs. The Roadway Resurfacing 2024 Project is a scheduled Capital Improvement Project, providing approximately 4.12 miles of asphalt road resurfacing. All proposed paving will be typical mill and resurface, which has been successful in recent years.		
Financial Impact:	Engineering estimate is \$736,943. Funding was included in the Fiscal Year 2023-24 budget, Fund 308-Transportation Fund for the Roadway Resurfacing 2024 project in the amount of \$750,000.		
Citizen Impact:	The resurfacing of roadways is an annual project that efficiently utilizes funds to extend the length of service on city roadways. The cost of resurfacing a roadway is \$170,000 per mile as opposed to \$1,200,000		

	per mile to reconstruct a road. The project is instrumental in maintaining the city's roadway infrastructure, and reducing costs and interruptions for residents and visitors.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise this project for competitive bidding, unless otherwise directed by the City Commission.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 2024 Roadway Resurfacing Bid Manual 2. 2024 Road Resurfacing Drawing
Approval:	Kelly McGuire, Finance Director 12/18/2023 Claire Whitley, Assistant City Manager 12/27/2023 Joyce Shanahan, City Manager 12/28/2023

2024 Roadway Resurfacing

Bid No. 2024-11



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

2024 ROADWAY RESURFACING
Ormond Beach, Florida

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2024 ROADWAY RESURFACING
Ormond Beach, Florida

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **2024 Roadway Resurfacing Bid No. 2024-11** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **February 20th, 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: Resurfacing approximately 4.12 miles of streets in various locations of the City; including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement. The work is shown on the Drawings and specified in the Project Manual. The project Drawings, Specifications and related Bidding documents are available on-line at **www.demandstar.com**, or by calling DemandStar at (206) 940-0305. If you have difficulty obtaining these documents, please contact the City's purchasing office at (386) 676-3223.

A **pre-bid conference** to discuss the details and requirements of the contract will be held on **January 31st, 2024 at 2:00pm** in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **February 9th, 2024 at 5:00pm**.

END OF SECTION

00030-1

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

Terms used in these Instructions to Bidders are defined in the General Conditions of the Construction Contract and have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award.

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

2.1 The City uses the services of DemandStar (www.demandstar.com) to advertise/distribute its bids and RFP's via the internet.

2.2 Complete sets of the Bidding Documents may be obtained from the issuing office designated in the Advertisement for Bids.

2.3 Complete sets of Bidding Documents shall be used in preparing Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.4 OWNER and ENGINEER in making copies of Bidding Documents available, on the above terms, do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32174 (386) 676-3297
CITYCLERK@ORMONDBEACH.ORG**

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

The City of Ormond Beach cannot and does not warrant the confidentiality of any information submitted in response to this bid solicitation. Florida law provides that municipal records shall at all times be open for personal inspection by any person, Section 119, F.S., the Public Records Act. Information and materials received by the City of Ormond Beach in connection with responsive bids shall be deemed to be public records subject to public inspection upon award, recommendation of award, or 30 days after bid opening, whichever occurs first.

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors

proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been 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**

CONTRACTORS NAME _____ LICENSE NO. _____

PROJECT IDENTIFICATION:

2024 ROAD RESURFACING

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-11

THIS BID IS SUBMITTED TO:

(Name and Address of Owner)

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

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

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

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

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

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

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

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

BID (Cont'd.)
2024 ROADWAY
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(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.

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

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

BID SCHEDULE

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
1	Asphalt Concrete Surface Course S.P. 9.5	4,750	Tons	\$	\$
2	Asphalt Concrete Leveling Course S.P. 9.5	475.0	Tons	\$	\$
3	Mill Existing Surface	51,173	SY	\$	\$
4	Adjust Manhole to Grade	10	EA	\$	\$
5	Adjust Valves to Grade	8	EA	\$	\$
6	Thermoplastic Striping	1	LS	\$	\$
7	Curb & Gutter	150	LF	\$	\$
8	Miscellaneous Driveway	250	SY	\$	\$
9	Sidewalk	250	SY	\$	\$
10	Asphalt Millings	400	CY	\$	\$

TOTAL BASEBID

\$ _____
(Figures)

(Words)

ALTERNATE NO.1 (SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL)

Item	Item Description	Item Quantity	Unit	Unit Price	Total Estimated Price
11	Asphalt Concrete Surface Course S.P. 9.5	482	Tons	\$	\$
12	Asphalt Concrete Leveling Course S.P. 9.5	48.2	Tons	\$	\$
13	Mill Existing Surface	5713	SY	\$	\$
14	Thermoplastic Striping	1	LS	\$	\$
15	Curb & Gutter	50	LF	\$	\$

TOTAL BID ALTERNATE

\$ _____
(Figures)

(Words)

BID (Cont'd.)
2024 ROADWAY
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BIDDER acknowledges that the quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The BIDDER also recognize the delays, expense and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER has determined and BIDDER agrees to accept that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER FOUR HUNDRED Dollars (\$ 400) for each calendar day that expires after the time specified above for substantial completion until the Work is substantially complete. After substantial completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified above for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the CONTRACTOR is terminated or abandons the work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

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

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

BID (Cont'd.)
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7. Communications to the BIDDER concerning this Bid shall be addressed to:

Mailing Address: _____
Street Address: _____
City, State, Zip Code: _____
Email: _____
Telephone No.: _____ Fax No.: _____

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2024 ROADWAY
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If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
2024 ROADWAY
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If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
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EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

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

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
2024 ROADWAY
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Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
2024 ROADWAY
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TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
2024 ROADWAY
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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.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

LOCAL VENDOR PREFERENCE

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

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

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

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

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

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

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____ Signature: _____

Sworn to before me this _____ day of _____

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature: _____

Printed Name: _____

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

VENDOR DO NOT COMPLETE BELOW

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

Vendor Certified by: _____ Date: _____

BID (Cont'd.)
2024 ROADWAY
RESURFACING
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-16

**SECTION 00410
BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we _____

(hereinafter called *Principal*) and

(hereinafter called the *Surety*) a corporation chartered and existing under the Laws of the State _____ of with its principal offices in the County of _____ and authorized to do business in the State of Florida, in the full and just sum of _____ Dollars (\$ _____) good and lawful money of the United States of America, to be paid upon demand of the _____, Florida, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, and assigns, jointly and severally and firmly by these presents,

WHEREAS, the Principal is about to submit, or has submitted to the City of Ormond Beach, Florida, a bid for work to be done on the **2024 Roadway Resurfacing (Bid No. 2024-11)** 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 hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

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

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 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, resurfacing approximately 4.12 miles of streets in various locations of the City, including: milling, adjusting manholes and valves to grade, thermoplastic striping and concrete curb & gutter replacement.

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

2024 ROAD RESURFACING
BID NUMBER 2024-11

Article 2. ENGINEER

The Project has been designed by City Engineer, 22 South Beach Street, Ormond Beach, FL 32174, who is hereinafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **120** 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 **150** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Four Hundred Dollars (\$ 400.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After

Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____ as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1 Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the 15th day of each month during construction as provided below, provided Applications for Payment are timely delivered pursuant to Article 14.1 of the General Conditions. All progress payments will be on the basis of the progress of the Work measured by the schedule of values provided for in paragraph 14.1 of the General Conditions.

5.1.1 When applicable, all progress payments shall be in an amount equal to:

Ninety-Five percent (95%) of the Work completed.

Ninety-Five percent (95%) of materials and equipment not incorporated in the Work but delivered and suitably stored, less in each case the aggregate of payments previously made and less such amounts as ENGINEER shall determine in accordance with paragraph 14.4 of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.10 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.10.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
- 6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in paragraph 6.2 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
- 6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement (pages 1 to 5 , inclusive).
- 7.2 Exhibits to this Agreement (pages ____to ____, inclusive).
- 7.3 Performance and other Bonds, identified as exhibits 00610 AND 00615 and consisting of 4 pages.
- 7.4 Notice of Award.
- 7.5 General Conditions (pages 1 to 35 , inclusive).
- 7.6 Supplementary Conditions (pages 1 to 7, inclusive).

7.7 Specifications bearing the title:

2024 Roadway Resurfacing

and consisting of 16 divisions, as listed in table of contents thereof.

7.8 Drawings, consisting of 21 sheets numbered 1 through 21 inclusive and bearing the following general title:

2024 Roadway Resurfacing Drawing

7.9 Addenda numbers ____ to ____, inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to ____, inclusive) marked exhibit ____ (Attach Bid Form only in special circumstances).

7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages ____ to ____, inclusive).

7.12 Any Modification, including Change Orders, duly delivered after execution of Agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 1 of the General Conditions).

Article 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement. One counterpart each has been delivered to OWNER and CONTRACTOR, and to ENGINEER as applicable. All portions of the Contract Documents have been signed by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 2024

OWNER City of Ormond Beach CONTRACTOR _____

By _____ By _____

Bill Partington
Mayor

(Title)

[CITY SEAL]

[SEAL]

Attest _____ Attest _____

Joyce A. Shanahan
City Manager

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**SECTION 00610
PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____, Dollars, (\$_____) in lawful money of the United
States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated ____ day of _____, 20__, for the construction of:

**Roadway Resurfacing 2024
Bid No. 2024-11**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants,
terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which
may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if
he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the
OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay
the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation
shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change,
extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the
SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby
waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK
or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the
Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety
on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the
right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)

deemed an original, this _____ day of _____, 20_____.

ATTEST:

(Principal) Secretary

Principal

By _____(s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____, Dollars, (\$_____) in lawful money of the United
States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly
and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with
OWNER, dated ____ day of _____, 20__, for the construction of:

**2024 Roadway Resurfacing
Bid No. 2024-11**

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) Secretary	Principal
	By _____(s)

(SEAL)

_____	_____
(Witness to Principal)	(Address)
_____	_____
(Address)	
_____	_____
	(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

_____	_____
Witness to Surety	Attorney-In-Fact
_____	_____
(Address)	(Address)
_____	_____

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

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

00670 - 1

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 anypart 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 _____, 2024, 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 _____, 2024.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2023.

Notary Public in and for
said County and State

SECTION 01010 SUMMARY OF WORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Work Covered by Contract Documents:

Work under this Contract is described as: **2024 Roadway Resurfacing**
Bid Number 2024-11

The work consists of, resurfacing approximately 4.12 miles of streets in various locations of the city, including: milling, adjusting manholes and valves to grade, thermoplastic striping, and concrete curb & gutter replacement.

The Specification Divisions and Drawings are an integrated part of the Contract Documents and as such will not stand alone if used independently as individual Sections, Divisions or Drawings sheets.

The Specifications and Drawings establish minimum standards of quality for this project. They do not purport to cover all details entering into the design and construction of materials or equipment.

The CONTRACTOR is advised that the equipment arrangements as shown on the drawings may vary with different manufacturers and the CONTRACTOR is responsible at no cost to the OWNER for making the changes necessary to accommodate the specific equipment installed.

Omission of a specific item or component part of a system obviously necessary for the proper functioning of the system shall not relieve the CONTRACTOR of the responsibility of furnishing the item as part of the work at no additional cost to the OWNER.

Contracts:

Construct work under a single, unit price contract.

1.02 QUALITY ASSURANCE

Laws and Regulations:

The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the work. If the CONTRACTOR observes that the Specifications or Drawings are at variance therewith, the CONTRACTOR shall give the ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, the CONTRACTOR shall bear all costs arising therefrom; however, it shall not be the CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

1.03 JOB CONDITIONS

Taxes:

The CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the project.

Permits and Business Tax Receipts:

The CONTRACTOR shall obtain and pay for all construction permits and business tax receipts. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and business tax receipts. The CONTRACTOR shall provide OWNER with copies of all permits prior to commencing work.

The CONTRACTOR shall pay all charges of utility service companies for connections to the work, and the OWNER shall pay all charges of such companies for capital costs related thereto.

It shall be the responsibility of the CONTRACTOR to verify the existence of all necessary permits and business tax receipts prior to the start of work. The OWNER will obtain permits involving interagency agreements, i.e., State Highway Crossing Permits, Railroad Crossing Permits, and similar permits.

Fees for building permits and impact fees are the responsibility of CONTRACTOR.

The CONTRACTOR and each Subcontractor must be Registered with Volusia County or with the City of Ormond Beach. Requirements for registering a business are as follows:

STATE CERTIFIED CONTRACTORS

1. Register with Volusia County Contractor Licensing (386-248-8158)

OR

2. Provide City with:
 - Copy of local business tax receipt (where your business is located)
 - Copy of State License (if applicable)
 - Certificate of Insurance

For additional information regarding registration, permits or business tax receipts, please call: (386) 676-3233

Labor, Materials and Equipment:

The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform construction as required by the Contract Documents. The CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all work at the site shall be performed during regular working hours, and the CONTRACTOR will not permit overtime work or the performance of work on Saturday, Sunday or any legal holiday without the OWNER's written consent given after prior written notice to the ENGINEER.

Unless otherwise shown, the CONTRACTOR shall furnish all materials, equipment, labor transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the work.

The CONTRACTOR shall be responsible for all materials furnished by him and shall replace at his own expense all such material found to be defective in manufacture or damaged in handling. This shall include the furnishing of all material and labor required for the replacement of installed material discovered defective prior to the final acceptance of the work.

Contractor Use of Premises:

The CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workmen to areas permitted by law, ordinances, permits or the requirements of the Contract Documents, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment.

The CONTRACTOR shall not enter upon private property for any purpose without first securing the permission of the property owner in writing and furnishing the ENGINEER with a copy of said permission. This requirement will be strictly enforced, particularly with regard to such vacant properties as may be utilized for material storage.

The CONTRACTOR shall conduct his work in such a manner as to avoid damage to adjacent private or public property. Any damage to existing structures or work of any kind, including permanent reference markers or property corner markers, or the interruption of utility service, shall be repaired or restored promptly at no additional expense to the OWNER.

The CONTRACTOR shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction, as determined by the ENGINEER. The CONTRACTOR will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass by equipment. The CONTRACTOR will be liable for, or will be required to replace or restore at no additional expense to the OWNER, all vegetation not protected or preserved as required herein that may be destroyed or damaged.

The CONTRACTOR will not be required to move or remove any utilities except as specifically required by the Drawings and Specifications.

During the progress of the work, the CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from work. At the completion of the work, the CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the OWNER. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

The CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall the CONTRACTOR subject any part of the work or adjacent property to stresses or pressures that will endanger it.

Subsurface Reports:

[None]

Notification of Construction:

The CONTRACTOR shall notify, in writing, all residents and businesses adjacent to the project work area of pending construction no later than 48 hours prior to commencement of actual construction. Copies of the written Notice shall be provided to the ENGINEER for approval of wording prior to public distribution.

Notification of Street Closure:

The CONTRACTOR is required to obtain permission from the City Engineer prior to initiating street closures.

In the event a street closure is required, the CONTRACTOR shall notify, in writing, all emergency services and agencies, residents and businesses directly effected by any partial or full street closure caused by the construction no later than 48 hours prior to actual closure.

Below is a list of the agencies that are required to be notified in the event of a street closure:

<u>Agency:</u>	<u>Contact phone number:</u>
EVAC Ambulance Service	(386) 252-4911
Ormond Beach City Hall	(386) 677-0311
Ormond Beach Fire Dept. Administration	(386) 676-3255
Ormond Beach Police Dept. Dispatch	(386) 676-3508
Ormond Beach Public Works Department	(386) 676-3220
Ormond Beach Postmaster (US Postal Service)	(386) 676-0693
Volusia County School Board - Transportation	(386) 258-4677
Volusia County VOTRAN	(386) 756-7496

If a **County** or **State Road** is to be closed, add the following agencies to the list:

Volusia County Department of Public Works	(386) 239-6535
Volusia County Emergency Management	(386) 254-1500
Volusia County Fire Services	(386) 254-4657
Florida Highway Patrol Dispatch	(407) 737-2200

If the closure will last longer than 5 days, the CONTRACTOR shall also notify the general public of such closures by placing an advertisement in the "Area" section of the local newspaper no later than 48 hours prior to the closure. The advertisement shall include information describing the extent of the closure (i.e. between which streets; detour routes, etc.), the date the closure will begin, and estimated date the road will be reopened. Provide a copy of the proposed notification, for approval by the ENGINEER, before placing the advertisement.

The CONTRACTOR shall maintain full compliance with the traffic regulations found in Paragraph 1.06, Section 01500 of this Contract.

Contractor's Hours of Operation:

Except in the event of an emergency, no work shall be done between the hours of 7:00 P.M. and 7:00 A.M., or on Saturdays and Sundays. If the proper and efficient execution of the work requires operations during the night or on week-ends, the written permission of the ENGINEER shall be obtained prior to starting such items of the work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01025 MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This section defines the method which will be used to determine the quantities of work performed or materials supplied and establishes the basis upon which payment will be made.

1.02 ESTIMATED QUANTITIES

Where quantities are shown they are approximate and are given only as a basis of calculation upon which the award of the Contract is to be made. OWNER or ENGINEER do not assume any responsibility that the final quantities, nor shall CONTRACTOR claim misunderstanding because of such estimate of quantities. Final payment will be made only for the satisfactorily completed quantity of each item.

1.03 MEASUREMENT STANDARDS

All work completed under the Contract shall be measured according to United States Standard Methods.

1.04 METHOD OF MEASUREMENT

Measurement of Length:

Unless otherwise specified for the particular items involved, all measurements of distance for items to be paid for on the basis of length shall be taken horizontally or vertically.

Measurement of Area:

In the measurement of items paid for on the basis of area of finished work, the lengths and/or widths to be used in the calculations shall be the actual dimensions measured along the surface of the completed work within the neat lines shown or designated. At intersections, the measurement used for length of side area will be measured from the outside edge of the width allowed along the main trench.

1.05 PAYMENT

Lump Sum Items:

Where payment for items is shown to be paid for on a lump sum basis, no separate payment will be made for any item of work required to complete the lump sum item within the limits of work shown or specified.

Unit Price Items:

Where payment for items is shown to be paid for on a unit price basis, separate payment will be made for the items of work described herein and listed on the Bid Form. Any related work not specifically listed, but required for satisfactory completion of the work, shall be considered to be included in the scope of the appropriate listed work items.

1.06 COSTS INCLUDED IN PAYMENT ITEMS

No separate payment will be made for the following items and the cost of such work shall be included in the applicable pay items of work.

- Clearing and grubbing (including disposal of material).
- Trench excavation, including necessary pavement removal and removal of vegetative surfaces.
- Dewatering and disposal of surplus water.
- Structural fill, backfill, and grading.
- Replacement of unpaved roadways, grass and shrubbery plots.
- Cleanup.
- Foundation and borrow materials, except as hereinafter specified.
- Testing and placing system in operation.
- Any material and equipment required to be installed and utilized for tests.
- Pipe, structures, pavement replacement, restoration and/or appurtenances included within the limits of lump sum work, unless otherwise shown.
- Maintaining or detouring of the traffic.
- Appurtenant work as required for a complete and operable system.
- Surface restoration including removal and replacement of trees (under 4-inch diameter), shrubs, and sod disturbed by construction activities.
- Relocation and/or replacement of irrigation systems disturbed by construction.
- Relocation and/or replacement of mail boxes disturbed by construction.
- Furnishing adequate sanitary facilities for workers.
- Adjustment of valve boxes.
- Supporting of existing utilities during construction

Cleanup:

CONTRACTOR's attention is called to the fact that cleanup is considered a part of the work of construction. No payment will be made until cleanup is essentially complete.

At the end of each week of construction, the CONTRACTOR shall perform cleaning of the work site, to the satisfaction of the Owner, before proceeding to the next week's scheduled work.

Work Outside Authorized Limits:

No payment will be made for work constructed outside the authorized limits of work.

1.07 APPLICATIONS FOR PAYMENT

Applications for payment shall be prepared by the CONTRACTOR and submitted to the ENGINEER in accordance with the schedule established by the Conditions of the Contract and the Agreement. The applications for payment shall be submitted in the number and form established by the ENGINEER at the Preconstruction Conference. The form shall be completely filled out and executed by an authorized representative of the CONTRACTOR. Supporting data such as schedules of stored materials shall be attached to each copy of the application.

1.08 CHANGE ORDER PROCEDURE

As defined in the General Conditions, a Change Order is a written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time which is issued after the execution of the Agreement.

The following procedure shall be used in processing Change Orders:

For Additions to the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to accomplish the additional work. The CONTRACTOR shall review the order and if he feels that the additional work entitles him to additional payment or additional time, he may submit a claim as prescribed in the Conditions of the Contract.

For Deletions From the Work:

The OWNER shall issue a written order to the CONTRACTOR directing him to make the change. If the OWNER feels that the Contract price should be reduced as a result of the change, the OWNER shall make a claim for the reduction as provided in the Conditions of the Contract.

Cost of the changes in the work shall be determined in accordance with the requirements spelled out in the Conditions of the Contract. Modifications to incorporate the changes in cost will be made as the amount of any change is determined.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 BID ITEMS

Bid Item No. 1

Asphaltic Concrete Surface Course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 2

Asphaltic Concrete Leveling Course – Type SP – 9.5

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 3

Milling Existing Surface

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 4**Adjust Manholes to Final Grade**

Measurement: Measurement for adjusted manholes shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting manhole covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the manhole ring and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary manhole adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand as specified by OWNER.

Bid Item No. 5**Adjust Valve Box & Cover to Final Grade**

Measurement: Measurement for adjusted valve box and cover shall be per each which the Contractor completes as satisfactorily acceptable by the Owner.

Payment: Payment for adjusting valve covers shall be made at the Contract unit price per each and shall be full compensation for all labor, material and equipment required to set the valve box and cover flush with the final pavement. The CONTRACTOR will be responsible for determining the necessary valve adjustment and for providing the correct size and height of the adjustment ring. Adjustment rings shall be of type and brand specified by OWNER.

Bid Item No. 6**Thermoplastic Striping & Reflective Markers**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street. A typical striping arrangement is shown in Appendix B. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 7**Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

Bid Item No. 8**Miscellaneous Concrete Driveway**

Measurement: Constructed Driveway shall be measured in square yards (SY) of actual surface area of properly formed and consolidated concrete at a minimum thickness of six (6) inches, including construction and expansion joints and which area is determinable by measuring wheel and/or measuring tape. Driveway shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Miscellaneous Driveway shall be based upon the contract unit price of square yards (SY) measured of driveway surface placed and shall include: removal of existing driveway, subgrade preparation and site restoration. Sidewalk removal and placement shall be approved by the Owner's.

Bid Item No. 9**Sidewalk**

Measurement: Constructed sidewalk shall be measured in square feet (SF) of actual surface area of properly formed and consolidated concrete at a minimum thickness of four (4) inches, Sidewalk shall be rated at a minimum 4000 psi compressive strength in a maximum of 28 days after placement.

Payment: Payment for Sidewalks shall be based upon the contract unit price of square feet (SF) measured of sidewalk placed and shall include: removal of existing sidewalk, subgrade preparation and site restoration.

Bid Item No. 10**Asphalt Millings**

Measurement: Milling shall be measured in Cubic Yards (CY) of actual surface area milled by the Contractor at a minimal depth of one and one half (1.5) inch and which area is determinable by measuring wheel and/or measuring tape. Asphalt millings shall be delivered to either Ormond Beach Public Work, or the City's store yard located South of the Airport at 29.290435, -81.112583.

Payment: Payment for Asphalt Millings shall be based upon the contract unit price of Cubic Yards (CY) measured of Asphalt Millings delivered to the City.

Bid Item No. 11**Asphaltic Concrete Surface Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt placed at a nominal thickness of one and one half (1.5) inches after proper compaction as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (.1) of a ton.

Payment: Payment for constructing Superpave asphaltic concrete surface course shall be made at the Contract unit price per ton placed and accepted, based on a nominal thickness of one & one half (1.5) inches, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, tack coat, prime coat and clean up where required. No extra payment will be allowed for asphalt greater than that necessary to achieve the required grade, unless directed by the OWNER or OWNER's representative. No extra payment will be made for temporary traffic striping.

Bid Item No. 12**Asphaltic Concrete Leveling Course – Type SP – 9.5**

Measurement: Asphalt will be measured in tons of asphalt properly placed and compacted as observed by the Owner's field representative. The quantity of installed asphalt (in tons) will be identified by truck delivery tickets for the actual asphalt used on this project and will be submitted by the Contractor to the Owner's field representative. In determining the quantity, the tonnage shall be the quantity used to establish the required grade and shall be accurate to the 10th (0.1) of a ton.

Payment: Payment for constructing the Superpave asphaltic concrete leveling course shall be made at the contract unit price per ton placed and accepted, and shall be full compensation for all labor, material and equipment required to do the work. Payment includes cleaning, prime coat, placement and compaction.

Bid Item No. 13**Milling Existing Surface**

Measurement: Milling shall be measured in square yards (SY) of actual surface area milled by the Contractor at a minimal depth of one (1) inch and which area is determinable by measuring wheel and/or measuring tape.

Payment: Payment for milling of existing surface asphalt generally from edge of roadway to edge of roadway, shall be made at the Contract unit price per square yard and shall be full compensation for all labor, material and equipment required to do the work including milling, loading, hauling off the site for disposal of the milled asphalt, and cleaning any loose mill tailings from the roadway and surrounding properties. Areas requiring additional milling are shown in Appendix C. The quantity shall be determined in the field based on actual measurement of asphalt surface milled.

Bid Item No. 14**Thermoplastic Striping & Reflective Markers****01025-7**

Measurement: Measurement for furnishing and installing all thermoplastic striping and reflective marker shall be measured as Lump Sum for all locations requiring installation of items.

Payment: Payment for final roadway striping and reflective markers shall be made at the Contract lump sum (LS) price per Bid Item, and shall be full compensation for all labor, material and equipment required to restripe and remark the roadway to match the existing striping and reflective markers, as existed prior to paving, and additionally to provide twenty-four (24) inch stop bars at all existing stop signs, including stop signs on crossing streets that do not already have stop bars. Crosswalks shall be provided at all intersections where sidewalks exist including those streets that don't already have cross walks. Special emphasis crosswalks shall be replaced with the same. Special emphasis crosswalks shall also be provided on roads intersecting N. Beach Street. A typical striping arrangement is shown in Appendix B. The CONTRACTOR shall be responsible for recording the existing striping before paving.

Bid Item No. 15**Concrete Curb & Gutter**

Measurement: Measurement of curb & gutter shall be in linear feet (LF) along gutter flowline for properly formed and consolidated concrete, the length of which is determinable by measuring wheel and/or measuring tape.

Payment: Payment for Miscellaneous curb & gutter shall be base upon linear feet (LF) of installed item and shall include: removal of existing curb, subgrade preparation, base course preparation and site restoration. Unit price for this item shall be independent of curb type, which shall be determined by the Owner's representative for each location curb & gutter is placed or otherwise replaced in kind. Curb & gutter shall be constructed in accordance with City standards.

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
1. List of subcontractors.
 2. List of principal suppliers and fabricators.
 3. Schedule of Values.
 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 5. Submittal Schedule (preliminary if not final).
 6. List of CONTRACTOR'S staff assignments.
 7. Copies of building permits.
 8. Copies of licenses from governing authorities.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
1. Project.
 2. Application number and date.
 3. Detailed list of enclosures.
 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 TESTING LABORATORY SERVICES

Arrangements for testing laboratory services will be made by the Owner. Payment for testing to show compliance with specified requirements will be paid for by the Owner. The cost for tests, when materials and workmanship fail to meet specified requirements (failed tests), will be billed directly to the Contractor by the soils testing laboratory, or deducted from monies due the Contractor.

1.02 INSPECTION SERVICES

The authorized representative of all applicable Federal and/or State agencies, including Environmental Protection Agency, Corps of Engineers and Department of Environmental Regulation, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoice of materials, and other relevant data and records. The Owner and his authorized representatives shall be permitted free access and every reasonable facility for the inspection of all work and materials, including the removal or uncovering of such portions of the finished work as may be directed. The Owner and his authorized representative shall also be permitted to inspect payrolls, invoices of materials and other relevant data and records.

1.03 INSPECTION OF WORK AWAY FROM SITE

If work to be done away from the construction site is to be inspected on behalf of the Owner during its fabrication, manufacture or testing or before shipment, the Contractor shall give notice to the Engineer of the time and place where such fabrication, manufacturing, testing or shipping is to be done. Such notice shall be in writing and delivered to the Engineer in ample time so that the necessary arrangements for the inspection can be made.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01400-1

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

This section specifies the minimum requirements for temporary facilities, utilities to be brought to the site, refuse/waste collection and control required to enable the construction of the project to progress adequately. The providing of adequate facilities at every stage of performing the work is the Contractor's sole responsibility, and is not limited by the requirement of this section.

Except as otherwise indicated, the Contractor may, at his option, provide stand-alone utility plants to provide needed services, in lieu of connected services from available public utilities, provided such stand-alone plant facilities comply with governing regulations. Prior to availability of temporary utility services, provide trucked-in/trucked-out containerized or unitized services for startup of construction operations at the site.

Except as otherwise indicated, the costs of providing and using temporary utility services are included in the Contract Sum.

1.02 TEMPORARY FACILITIES

The types of utility services required for general temporary use at the project site include the following (other specific services may be required for specific construction methods or operations):

- Electrical Power Service
- Water Service (potable for certain uses)
- Sanitary
- Storm Sewer or Open Drainage/Run-off Control
- Refuse/Waste Collection

Temporary Electricity:

The Contractor shall make necessary applications and arrangements and pay all fees and charges for electrical energy for power and light necessary for proper completion of the work and during its entire progress up to time of final acceptance by the Owner. The Contractor shall provide and pay for all temporary switches, connections and meters.

Temporary Water:

The Contractor shall make all necessary application and arrangements, and pay all fees and charges for water necessary for the proper completion of the project up to the time of final acceptance. The Contractor shall provide and pay for any temporary piping and connections.

Temporary Sanitary Facilities:

The Contractor shall provide adequate sanitary facilities for the use of those employed on the work. Such facilities shall be made available when the first employees arrive on the site of the work, shall be properly secluded from public observation, and shall be constructed and maintained during the progress of the work in suitable numbers and at such points and in such manner as may be required or approved.

The Contractor shall provide these portable sanitary facilities “on-site” for use by workers. Transporting workers to the nearest “public” sanitary facility will not be considered an acceptable alternative to these requirements.

The Contractor shall maintain the sanitary facilities in a satisfactory and sanitary condition at all times and shall enforce their use. He shall rigorously prohibit the committing of nuisances on the site of the work, on the lands of the Owner, or on adjacent property. The cost of providing these sanitary facilities shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Temporary Refuse/Waste Collection

The Contractor shall provide for adequate refuse/waste collection and disposal. City Ordinance requires that all rental open-top rolloff container units or rental cubic-yard container units must be procured from one of the City’s franchised construction and demolition debris providers. For a list of the City’s current Franchised Providers, please call Public Works at 386-676-3220.

It will be the Contractor’s responsibility to make all necessary arrangements for refuse/waste collection and disposal. The cost of providing for such refuse/waste collection and disposal shall be included in the Contractor’s applicable pay items of work and no separate payment shall be made thereof.

Termination and Removal:

At the time the need for temporary utility service or a substantial portion thereof has ended, or when its service has been replaced by use of permanent services, or not later than the time of substantial completion, promptly remove the installation unless requested by the Engineer to retain it for a longer period. Complete and restore work which may have been delayed or affected by the installation and use of the temporary utility, including repairs to construction and grades and restoration and cleaning of exposed surfaces. Replace work damaged beyond acceptable restoration.

1.03 TEMPORARY CONTROLS

Noise Control:

The Contractor shall provide adequate protection against objectionable noise levels caused by the operation of construction equipment.

Dust Control:

The Contractor shall provide for adequate protection against raising objectionable dust clouds caused by moving construction equipment, high winds or any other cause.

Water Control:

The Contractor shall provide for satisfactory disposal of surplus water and shall submit a plan to the Engineer for his review prior to initiation and implementation of the plan. Prior approval shall be obtained from the proper authorities for the use of public or private lands or facilities for such disposal.

Pollution Control:

The Contractor shall provide for adequate protection against polluting any public or private lands, lakes, ponds, rivers, streams, creeks, and other such areas, by the disposal of surplus material in the form of solids, liquids, or gases or from any other cause. The Contractor shall provide for adequate refuse/waste collection and disposal as described in Part 1, paragraph 1.02 of this Section.

The Contractor shall evaluate and assess the impact of any adverse effects on the natural environment which may result from construction operations and shall operate to minimize pollution of air, ground or surface waters vegetation, and afford the neighboring community the maximum protection during and up to completion of the construction project.

The Contractor shall take sufficient precautions to prevent pollution of streams, lakes and reservoirs with fuels, oils, bitumens, calcium chloride or other harmful materials. He shall conduct and schedule his operations so as to avoid or otherwise prevent pollution of siltation of streams, lakes and reservoirs and to avoid interference with movement of migratory fish.

All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in strict conformance with instructions.

Erosion Control:

The Contractor shall not expose, by construction operations, a larger area of erosive land at any one time than the minimum necessary for efficient construction operations, and the duration of exposure of the uncompleted construction to the elements shall be as short as practicable.

Erosion control features shall be constructed concurrently with other work and at the earliest practicable time.

1.04 STORAGE FACILITIES

All products, materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Products subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturer's instructions. Fabricated products shall be stored above the

ground on blocking or skids. Products which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any products which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored products to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, Contractor shall provide substantial coverings as necessary to installed products to protect from damage from traffic and subsequent construction operations. Coverings shall be removed when no longer needed.

1.05 PRESERVATION OF PROPERTY

Preserve from damage all property along the line of the work, or which is in the vicinity of or in any wise affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.

In case of failure on the part of the Contractor to restore such property, or make good such damage or injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this Contract.

The Contractor shall be responsible for the protection of property, in the areas in the vicinity of the project; and for the protection of his equipment, supplies, materials and work, against any damage resulting from the elements, such as flooding, by rainstorm, wind damage, or other elemental cause resulting from the project configuration. The Contractor shall take all precautions against any such damage occurrence, and shall be responsible for damage resulting from same. The Contractor shall provide adequate drainage facilities, tie-downs, or other protection, throughout the Contract period, for the protection of his, the Owner's, and other properties from such damage.

1.06 TRAFFIC REGULATION

Signs, marking barricades and procedures shall conform to the requirements of the Florida Department of Transportation Manual on Traffic Controls and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.

The Contractor shall maintain one-lane, two-way traffic at all times and maintain customer access to local businesses at all times throughout the course of the work.

The Contractor shall provide and maintain adequate barricades, construction signs, torches, flashers, guards and flagmen as required in pedestrian and vehicular traffic areas. Regulations of local authorities shall be complied with.

The contractor shall provide suitable crossings at street intersections and driveways, and supply such aid as may be required for pedestrians and motorists, including delivery vehicles, to safely negotiate the construction areas.

The Contractor shall carry on the work in a manner that will cause the least interruption in traffic. Closing to through travel of more than two consecutive blocks, including the cross streets intersected will not be permitted without specific authorization from the local authorities. Where traffic must cross open trenches, the Contractor shall provide suitable bridges at street intersections and driveways and provide adequate ingress and egress to dwellings, business facilities, utilities and services. At any time the streets are required to be closed, the Contractor shall notify, in writing, law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times. Refer to Section 01010 of these Specifications for "Notification of Construction" and "Notification of Street Closure" requirements.

On completion of work, the Contractor shall remove all debris, excess materials, barricades and temporary work leaving walkways and road clear of obstructions.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR

shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of

dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

As directed by the ENGINEER:

The CONTRACTOR shall provide the ENGINEER with an as-built survey as follows:

1. After completion of the construction, the as-built configuration (both horizontally and vertically) of all the facilities shall be determined and a complete set of as-built drawings prepared.
2. The survey drawing shall be prepared in AutoCAD (R12 or later version) format showing all the as-built improvements and elevations where proposed work is shown on the construction drawings. The CONTRACTOR shall submit three (3) sets of check prints to the ENGINEER for approval prior to the request for final inspection. After the check prints are approved, the CONTRACTOR shall submit one final set of reproducible mylars, four sets of certified prints and a copy of the AutoCAD drawings on diskette.

The as-built survey shall be performed and certified by a registered Florida Land Surveyor meeting the Florida minimum technical standards for surveys and the Surveyor shall provide to the ENGINEER a copy of the Surveyor's professional liability insurance coverage in the amount of one million dollars (\$1,000,000.00). The survey shall be certified to the OWNER.

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum
2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01700-4

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

01740-2

SECTION 02200 EARTHWORK

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of earthwork is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02222 - Trenching, Backfilling and Compacting.

1.02 QUALITY ASSURANCE

A. Codes and Standards:

1. Perform earthwork in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:

1. The Owner will engage a testing and inspection service, to include testing soil materials proposed for use in the work and field facilities for quality control testing during earthwork operations.

2. Soil survey for satisfactory soil materials and samples of soil materials shall be furnished to the testing service by the Contractor.

3. All test reports must be signed by a licensed engineer.

1.03 JOB CONDITIONS

A. Existing Utilities:

1. Locate existing underground utilities in the areas of work before starting earthwork operations. Where utilities are to remain in place, provide adequate means of protection during earthwork operations.

2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult the utility owner immediately for directions. Cooperate with the Owner and public and private utility companies in keeping their respective services and facilities in operation. Repair damaged utilities to the satisfaction of the utility owner.

3. Do not interrupt existing utilities serving facilities occupied and used by the Owner or others, except when permitted in writing by the Engineer and then only after acceptable

Temporary utility services have been provided.

4. Demolish and completely remove from the site underground utilities indicated to be removed. Coordinate with local utility companies for shut-off of services if lines are active.

B. Use of Explosives:

1. The use of explosives is not permitted.

C. Temporary Protection:

1. Barricade open excavations made as a part of earthwork operations and post with warning lights. Operate warning lights as recommended by authorities having jurisdiction.

2. Protect structures, utilities, sidewalks, pavements, and other facilities from damages caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. Backfill and Fill Materials:

1. Soil materials for use as backfill and fill shall be free of rock or gravel larger than 2-inches in any dimension, debris, waste, vegetable, and other deleterious matter.

2. Use excavated or borrows material that has been sampled, tested and certified as satisfactory soil material.

B. Subbase Material:

1. Properly graded mixture of natural and crushed gravel, crushed stone, crushed slag, natural or processed sand that will readily compact to the required density.

2. Use material complying with AASHTO M147, Grade A, unless otherwise indicated or acceptable to the Engineer.

PART 3 - EXECUTION

3.01 INSPECTION

A. Examine the areas and conditions under which earthwork is to be performed and notify the Engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in an acceptable manner.

3.02 EXCAVATION

A. Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

1. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Excavation Classifications:

1. The following classifications of excavation will be made when unanticipated rock excavation is encountered in the work. Do not perform such work until material to be excavated has been cross-sectioned and classified by the Engineer. Such excavation will be paid for under the appropriate bid item in the Bid Proposal.

a. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.

b. Rock excavation consists of the removal and disposal of materials encountered that cannot be excavated with a 3/4 cubic yard capacity power shovel without drilling and blasting, or continuous use of a ripper or other special equipment, except such materials that are classified as earth excavation. Typical of materials classified as rock are boulders 1/2 cu. yd. or more in volume, solid rock, rock in ledges, and rock-hard cementitious aggregate deposits.

c. Intermittent drilling that may be performed to increase production and is not necessary to permit excavation of the material encountered will be classified as earth excavation.

C. Rock shall be removed to the following limits:

1. Two feet outside of concrete work for which forms are required, except footings. One foot outside the perimeters of footings.

2. In pipe trenches, a minimum of 4-inches below invert elevation of pipe and 2-feet wider than the inside diameter of pipe, but not less than 3-foot minimum trench width.

3. Neat outside dimensions of concrete work where no forms are required.

4. Under slabs on grade, 6-inches below bottoms of concrete slab.

D. Unauthorized excavation consists of removal of materials beyond indicated elevations without the specific direction of the Engineer. Replace unauthorized excavation by backfilling and compacting as specified for authorized excavations of the same classification, unless otherwise directed by the Engineer.

E. Additional Excavation:

1. When excavation has reached required subgrade elevations, notify the Engineer who will make an inspection of conditions.

2. If unsuitable materials are encountered at the required subgrade elevations, carry excavations deeper and replace the excavated material as directed by the Engineer.

3. Removal of unsuitable material and its replacement as directed will be paid for under the appropriate bid item in the Bid Proposal.

F. Dewatering:

1. Prevent surface water and subsurface or groundwater from flowing into excavations, and flooding the project site and surrounding area.

2. Do not allow water to accumulate in excavations. Remove water from excavations to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey the water away from the site.

3. Convey water removed from excavations and rainwater to collecting or run-off areas. Do not use trench excavations for site utilities as temporary drainage ditches.

4. Contractor shall be required to obtain any demolition permits as may be required due to dewatering volume requirements set by local and state agencies.

G. Material Storage:

1. Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage.

2. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

3.03 BACKFILL AND FILL

A. Ground Surface Preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped

surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

2. When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

B. Placement and Compaction:

1. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment, and not more than 4-inches loose depth for material compacted by hand-operated equipment.

2. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material. Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.

a. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

3.04 COMPACTION

A. General:

1. Control soil compaction during construction, providing the minimum percentage of density specified for each area classification.

2. Percentage of Maximum Density Requirement:

a. Lawn Areas: Compact each layer of backfill or fill material at 85% maximum density (optimum moisture).

b. Walkways: Compact top 6-inches of subgrade and each layer of backfill or fill material at 95% maximum density (optimum moisture).

B. Moisture Control:

1. Where the subgrade or layer of soil materials must be moisture conditioned before compaction, uniformly apply water to the surface of subgrade, or layer of soil material, to prevent free water appearing on the surface during or subsequent to compaction operations. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

2. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing, until the moisture content is reduced to a satisfactory value.

3.05 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction:

1. Testing service must inspect and approve subgrades and fill layers before further construction work is performed thereon.

2. Secure representative samples of the fill material and determine the Standard Density and required moisture content to be maintained by the Moisture-Density Relation Test ASTM D-1557.

3. Make in-place soil density tests during compaction operations in accordance with ASTM D-1556.

4. If, in the opinion of the Engineer, based on reports of the testing service and inspection, the subgrade or fills which have been placed are below the specified density, additional compaction and testing will be required until satisfactory results are obtained.

a. The results of density tests of soil-in-place will be considered satisfactory if the average of any four consecutive density tests which may be selected are in each instance equal to or greater than the specified density, and if not more than one density test out of five has a value more than 2% below the required density.

3.06 MAINTENANCE

A. Reconditioning Compacted Areas:

1. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, re-shape, and compact to the required density prior to further construction.

3.07 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal from Owner's Property:

1. Remove waste materials, including excavated material classified as unsatisfactory soil material, trash and debris, and dispose of it off the Owner's property in a lawful manner.

END OF SECTION

02200-6

SECTION 02500 PAVING

PART 1 - GENERAL

1.01 DESCRIPTION

This Section provides paving requirements (by reference) and base and curbing requirements for the roadway resurfacing project.

1.02 QUALITY ASSURANCE

CONTRACTOR shall be responsible for employing an independent testing laboratory to prepare required design mixes and to monitor his quality control procedures. CONTRACTOR shall be responsible for all asphalt plant testing.

CONTRACTOR shall provide a certificate that all materials and workmanship provided by him conform to Contract Requirements.

OWNER will retain an independent testing laboratory to field verify quality of materials used in paving work.

Where the "Standard Specifications" require that materials be from a source approved by the Department of Transportation, CONTRACTOR may provide proof of such source approval or he may employ an independent testing laboratory to perform necessary sampling and testing and to certify that all source meets requirements for Department approval.

1.03 REFERENCE STANDARDS

The "Standard Specifications" referred to in this Section are the Florida Department of Transportation, Standard Specifications for Road and Bridge Construction. The most current edition shall be used unless a specific edition is referred to. Those paragraphs in the "Standard Specifications" referring to Measurement and Payment are not applicable to work under this contract.

References to AASHTO shall mean the American Association of State Highway and Transportation Officials.

1.04 SUBMITTALS

Submit Certificate of Compliance with specified requirements in duplicate for OWNER's and ENGINEER's file.

Design mixes, complete with back-up data, shall be submitted before paving begins in quadruplicate for use by OWNER, ENGINEER, Quality Control Laboratory and field inspector.

1.05 JOB CONDITIONS

Alignment and Elevations. Establish and maintain alignment and elevations as shown or specified.

Weather Limitations. Conform to weather limitations specified for each component of the paving system.

PART 2 - MATERIALS AND EQUIPMENT

2.01 STABILIZED SUBGRADE

Materials for use in constructing the stabilized subgrade shall conform to the requirements of Section 160 of the “Standard Specifications”.

2.02 MATERIALS FOR CRUSHED CONCRETE BASE COURSE

The minimum percentage of carbonate of calcium and magnesium in the crushed concrete material shall be 60. The maximum percentage of water-sensitive clay mineral shall be 3. Determination shall be at the option of the ENGINEER.

Crushed concrete material shall not contain cherty or other extremely hard pieces, or lumps, balls, or pockets of sand or clay size material in sufficient quantity as to be deleterious to the proper bonding, finishing, or strength of the crushed concrete base.

2.03 MATERIALS FOR ASPHALTIC CONCRETE MIXTURES

Materials for use in asphaltic concrete mixtures shall conform to the requirements listed in “Standard Specifications”, of Florida Department of Transportation.

The use of recycled asphaltic concrete may be allowed, given that the mix design submitted by the Contractor which is intended to be used on this project, conform to the technical provisions (based on Florida Department of Transportation, unless stated otherwise) for the type of mix specified in the drawings, bid or other sections of the specifications.

CONTRACTOR shall employ an independent testing laboratory to test materials and prepare a design mix for the type of mix to be used on the project and to monitor plant asphalt production for quality control, as specified by OWNER.

The asphaltic concrete manufacturing plant, used for the asphaltic concrete mixture, shall be a maximum of fifty (50) miles from the project site.

2.04 MATERIALS FOR PRIME AND TACK COATS FOR BASE COURSES

Materials used for prime and tack coats shall conform to the requirements of Section 300 of the “Standard Specifications”, Latest Edition.

2.05 CONCRETE CURB AND CURB AND GUTTER

Concrete for use in concrete curb and curb and gutter shall be non structural concrete conforming to the requirements of Section 520 of the “Standard Specifications”.

PART 3 - EXECUTION

3.01 INSPECTION

Examine areas where pavements are to be constructed. Ensure that clearing and grubbing has been satisfactorily completed. Verify that subgrade has been constructed to proper elevations and that fill in embankment has been properly compacted.

3.02 STABILIZED SUBGRADE

The stabilized subgrade shall be constructed in accordance with the requirements of Section 160 of the “Standard Specifications”, Latest Edition, for a Type B Stabilized Subgrade.

At least 3-inches (loose measurement) of a suitable commercial or local stabilizing material, as described in the “Standard Specifications”, Section 914, shall be mixed into the subgrade for stabilization in accordance with the “Standard Specifications”, Sections 160-1, 3 and 8. The Limerock Bearing Ratio (LBR) shall be 40. Density tests will be paid for by the OWNER except that all retests required due to failure to meet specifications shall be paid for by the CONTRACTOR.

After the subgrade has been prepared, it shall be kept free from ruts, depressions and any damage resulting from the hauling or handling of tools and equipment.

3.03 CRUSHED CONCRETE BASE COURSE

Samples of base course material shall be supplied by the CONTRACTOR at his expense, and all materials shall be approved by the ENGINEER prior to use in the work. Additional samples of base course materials shall be furnished during construction as required by the ENGINEER.

The material shall be transported to the point where it is to be used, over material previously placed, and dumped on the end of the preceding spread. No hauling shall be done over the subgrade.

At least 97% (by weight) of the material shall pass a 3 ½-inch sieve and the material shall be graded uniformly down to dust. The fine materials shall consist entirely of dust or fracture. All crushing or breaking-up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road. The base shall be bladed and shaped to conform to the typical sections shown on the Drawings. The base shall then be compacted by rolling with a combination of steel wheel and rubber tired rollers until an average density of 98%

of the maximum density obtainable under AASHTO Method T-180 is reached. The base shall have an average LBR of not less than 100. The LBR value of material produced at a particular source shall be determined in accordance with an approved quality control procedure.

3.04 ASPHALTIC CONCRETE PAVING

Asphaltic concrete mixtures for use in leveling and surface courses shall be prepared, placed, compacted and finished in compliance with “Standard Specifications”, Latest Edition.

3.05 PRIME AND TACK COATS

Equipment for application, preparation of surfaces, weather limitations, methods and rates of application shall conform to the requirements of section 300-3 through 300-7 of the “Standard Specifications”, Latest Edition.

3.07 CONCRETE CURB AND CURB AND GUTTER

Concrete curb and curb and gutter shall be constructed in compliance with the requirements of Section 520 of the “Standard Specifications”, Latest Edition.

3.08 STREET RECONSTRUCTION

Where street reconstruction is indicated on the Drawings it shall require complete removal of street surface and base and replacement with materials to the limits shown on the Drawings. If existing base and surface contain strips of concrete or asphaltic base used in prior street repairs these materials shall be completely removed and disposed of by the CONTRACTOR. Where curb and gutter removal is called for on the Drawings, complete removal and disposal shall be accomplished by the CONTRACTOR.

After removal of base material the subgrade shall be tested for bearing value as specified. If the subgrade does not have adequate bearing value it shall be stabilized in accordance with Section 160 of the “Standard Specifications” Latest Edition. Materials removed from existing base may be used in stabilizing subgrade with the approval of the ENGINEER. No separate payment will be made for stabilizing the subgrade.

END OF SECTION

SECTION 02511
MILLING OF EXISTING ASPHALT PAVEMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work consists of removing existing asphaltic concrete pavement to lower the finished grade prior to resurfacing and includes the removing of the milled asphaltic concrete pavement, transporting it off the site and disposing of it. The extent of milling will be determined in the field by the ENGINEER

1.02 QUALITY ASSURANCE

All materials and workmanship shall conform to the FDOT Standard Specifications (latest edition) Section 327 - Milling of Existing Asphalt Pavement.

PART 2 - PRODUCTS

2.01 MILLING MACHINE

The equipment for this operation shall be a machine capable of maintaining a depth of cut and cross slope which will achieve the results specified. The machine shall be equipped with automatic grade controls which will operate by sensing from one or more skids moving along the pavement surface and where required shall produce a skid resistant surface texture.

The machine shall be equipped with a means to effectively limit the amount of dust escaping from the removal operation.

PART 3 - EXECUTION

3.01 REMOVAL OPERATION

The existing pavement shall be removed to varying depths in a manner which will restore the pavement surface to a uniform longitudinal profile and cross section as specified. Where indicated on the plans, removal shall be to a specified depth and shall produce a specified cross slope.

The longitudinal profile of the milled surface shall be established by a skid sensor on the side of the cut nearest the centerline of the road. The cross slope of the milled surface shall be established by a second skid sensing device near the outside edge of the cut or by

an automatic cross slope control mechanism. The plans may waive the requirement for automatic grade or cross controls where the situation warrants such action.

The CONTRACTOR may elect to make multiple cuts to achieve the required pavement configuration of depth of cut.

The milling machine shall be operated to effectively minimize the amount of dust emitted from the machine. Prewetting of the pavement may be required.

Prior to applying the tack coat and placing the asphaltic concrete, the pavement shall be thoroughly swept with a power broom or other approved equipment to remove to the greatest extent practicable fine material. The operation shall be conducted in a manner so as to minimize air pollution.

3.02 FINISHED SURFACE

Where pavement is to be constructed over the milled surface, it shall have a texture which will provide good bonding.

The finished surface shall have a reasonably uniform texture and shall be within 1/4-inch of a true profile grade and shall have no deviation in excess of 1/4-inch from a straightedge applied to the pavement perpendicular to the centerline. Areas varying from a true surface in excess of the above stated tolerance may be accepted without correction if the ENGINEER determines that they were caused by a pre-existing condition which could not have reasonably been corrected by the milling operations. Any unsuitable texture or profile, as determined by the ENGINEER, shall be corrected by the CONTRACTOR at no additional compensation.

The ENGINEER may require remilling of any area where a surface lamination causes a non-uniform texture to occur.

3.03 OBSTRUCTIONS

Existing asphalt pavement shall be milled up to and around all immovable obstructions, such as manholes, inlets, valve boxes or concrete paving. Pavement removal around such obstructions shall be equal to the depth of adjacent milled areas. It is the intent that the new asphaltic concrete will be applied uniformly around obstructions to a depth equal to the adjacently overlaid areas.

END OF SECTION

SECTION 02580 ROADWAY STRIPING AND MARKING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

This Section includes roadway striping and reflective marking as specified for this project.

1.02 QUALITY ASSURANCE

Standards. Materials and workmanship shall conform to the requirements of the following:

Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, 1996 edition, hereinafter called the Standard Specifications.

PART 2 - MATERIALS AND EQUIPMENT

2.01 MATERIALS

Lane Marking Paint. Thermoplastic traffic stripes in accordance with Section 711 of the Standard Specifications.

Color: White or Yellow as required.

Reflective Paving Markers. Reflective pavement markers shall conform with the requirements of Section 706 of the Standard Specifications.

PART 3 - EXECUTION

3.01 MARKING TRAFFIC STRIPES

Cleaning. Sweep and clean the surface to eliminate loose material and dust.

Application. Apply in accordance with the plans and Section 711 of the Standard Specifications. Stop bars shall be provided at all “stop” intersections, as directed in the project manual (Section 01025 - Measurement and Payment). Replace all traffic striping to match existing stripes, including sidewalk crossing striping.

Width of Stripe. Unless otherwise shown or directed by the Engineer: stripes shall be 4-inches wide; stop bars shall be 24-inches wide, and sidewalk striping shall match existing width.

3.02 REFLECTIVE PAVEMENT MARKERS

Reflective pavement markers shall be installed in accordance with the plans and Section 706 of the Standard Specifications. Reflective markers shall be considered an integral part of Roadway Striping and no separate payment will be made therefor.

END OF SECTION

SECTION 02606
GRADE ADJUSTMENT OF EXISTING MANHOLES

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

This Section includes raising or lowering the top elevation or grade of the existing manhole in order to accommodate changes in the elevation or grade of areas around the manhole as shown on the Drawings and as specified.

1.2 QUALITY ASSURANCE

All material shall be tested for conformance with the specified standards.

PART 2 - MATERIALS AND EQUIPMENT

2.1 SEGMENTS FOR PRECAST CONCRETE MANHOLES

Precast reinforced concrete segments shall be designed and fabricated in accordance with the requirements of ASTM C478, with the exception that wall thickness shall be as shown on the Drawings. Materials used in fabrication shall conform to the requirements of the Standard. Cement used in construction of precast manhole segments shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Joint Material. Joint material for use between precast manhole sections shall be cold adhesive preformed plastic gaskets conforming to the requirements of Section 942, Pipe Gaskets, of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

2.2 BRICK MANHOLES

Brick for construction of brick manholes shall conform to the requirements of ASTM C-32, Grade MS.

Concrete for use in construction of brick manholes shall develop a compressive strength of not less than 2500 psi at 28 days. Cement used in concrete for manhole construction shall be Type II Portland Cement conforming to the requirements of ASTM C150.

Mortar for manhole construction shall consist of one part of Portland Cement and two parts of fine sand with water added for proper consistency. Lime shall not be used in mortar for manholes.

Portland Cement for use in mortar and grout shall conform to the requirements of ASTM C150, Type II.

Sand for use in mortar and grout shall conform to the requirements of ASTM C144.

2.3 ADJUSTING RINGS

Adjusting Rings. Manhole extension rings shall be an expandable type to accommodate a ½ inch diameter variance as manufactured by American Highway Products of Bolivar, Ohio, or an equivalent as approved by the ENGINEER. The ring shall be a one piece steel assembly and provide a flat surface for seating manhole covers and designed to withstand heavy wheel loading. Adjusting ring features shall also include a pivoted turnbuckle to expand the riser against the existing cover ring.

The CONTRACTOR shall inspect existing manhole rings and then order the appropriate American Highway Product model to fit the conditions. Shop drawings shall be submitted for approval in all instances.

2.4 PRECAST CONCRETE GRADE RINGS

Manufactured precast concrete grade rings may be used to adjust manholes to finished grade. Shop drawings shall be submitted to ENGINEER for approval in all instances.

2.5 MANHOLE FRAMES AND COVERS

Manhole frames and covers shall be Gray Iron Castings conforming to the dimensions shown or equivalent foundry patterns. All mating surfaces shall be machined to prevent rocking or rattling of frames and covers. Castings shall be free of cracks, blow holes or swells and shall have a smooth and workmanlike finish. Castings shall conform to the requirements of ASTM A48. Manhole covers shall be of the concealed pickhole design and shall have the name of the Owner and use of the line on which it is installed cast in the cover. Existing frames and covers may be reused provided that they are of adequate design for any changed surface loading conditions and are not broken or damaged in any way.

PART 3 - EXECUTION

3.1 INSPECTION

Inspect existing manholes to determine type of construction and suitability of parts for reuse. Measure distances from invert to top of frame, from invert to top and bottom of cone or corbeled section from invert to new grade.

3.2 DETERMINATION OF ADJUSTMENT METHOD

Manholes may be adjusted by the use of adjusting rings; by removal of frame and cover and increasing or decreasing the height of the section above the cone or corbel; or by removing top slab, cones or corbels and building up, adding to or removing a portion of the manhole barrel then resetting the slab, cone or corbel section.

Determination of the method of adjustment shall be made on the following basis:

Use of Adjusting Rings. Adjusting rings may be used when the top grade of elevation is to be raised, the amount of adjustment does not exceed 4-inches and the total height of the reduced diameter section (including frame and cover) above the cone or corbel to the finished grade or elevation will not exceed 24-inches.

Adjusting Height Between Frame and Cover and Top of Cone or Corbel. Grade adjustments may be made by removing the frame and cover and removing from or adding to the height of the reduced diameter section when there is sufficient height to allow the required reduction or when the total height (including frame and cover) from the top of the cone or corbel to finished grade will not exceed 24-inches.

Building Up, Adding to or Removing Portions of Manhole Barrel. Grade adjustments may be made by removing the frame and cover, cone, corbel or top slab; and building up, adding to or removing portions of the manhole barrel under any of the conditions specified above and shall be used when use of either of the above methods will result in a total height from the top of the cone or corbel to the finished grade in excess of 24-inches.

In all instances, the selected method of adjustment shall be approved by the ENGINEER.

3.3 INSTALLATION

Placing Adjusting Rings. Remove existing cover, clean all buildup from surfaces the manhole riser touches, place the ring into the frame and expand the linkage until the manhole riser is tight. Replace cover and check fit.

Placing Barrel Sections. Clean joint portion remaining in place. Prime all joint surfaces in accordance with joint compound manufacturer's instructions. Place joint compound and set new barrel section or grade ring in place. Replace cone section similarly.

Brick Construction. Lay brick as radial header courses with every sixth course a stretcher course. Completely fill joints. Place interior and exterior with one-half inch of mortar and brush smooth. Set frames and covers in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

Placing Precast Concrete Grade Rings. Select appropriate thickness of grade ring. Completely mortar ring to top of corbel. Set frame and cover in full bed of mortar. Top of frame and cover shall be set flush with finished grade.

END OF SECTION

SECTION TP

TECHNICAL PROVISIONS FOR ROADWAY SURFACING AND RESURFACING

TP-01 GENERAL

All work of this contract shall conform to the applicable technical specifications of Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction" 1966 Edition, and "Roadway and Traffic Design Standards" 1966 Edition including any amendments thereto. The CONTRACTOR shall acquire his own copies of the FDOT Standards. In the event of conflict between the Standards and these technical provisions, these technical provisions shall govern. Reference to Article numbers hereinafter apply to the FDOT Standard Specification.

Reference in the FDOT Standards to the Department or its representatives shall be interpreted for this contract to be the OWNER and/or OWNER's Engineer or their authorized representatives.

STANDARD SPECIFICATIONS

Sections of the Standard Specifications shall be supplemented or clarified as follows:

TP-02 GRADING

There may be minor shoulder grading in order to obtain the required width of resurfacing. This may be accomplished by peeling back of overburden grass, etc., by grader or any other acceptable means. Work efforts to accomplish a finished and acceptable project shall include but not be limited to:

1. Picking up of grass or other vegetation and disposing of same in areas provided by the CONTRACTOR and approved by the ENGINEER.
2. Excavation of earth as required to expose and resurface the existing base and removal of this excavated material to a location provided by the CONTRACTOR and approved by the ENGINEER.

Clean up of debris, grass and soils resulting from the above operation will be the responsibility of the CONTRACTOR. Said clean-up, raking etc., shall be completed on each location BEFORE moving to the next location.

Payment for said grading shall be included in the contract price for tonnage asphalt, as there will be no separate payment for same. The CONTRACTOR may use clean dirt to backfill against street edges.

Placing of additional material to build-up shoulders to suit new pavement will be the responsibility of the CONTRACTOR. The CONTRACTOR will be responsible for eliminating any hazard caused by high pavement edges resulting from the new paving operation.

TP-03 TESTING BY CONTRACTOR

For any asphaltic concrete surface course, the mix design (certified by a commercial laboratory) shall be submitted to the ENGINEER for approval at the pre-construction conference. During plant operation, plant control (certified in writing) by a commercial testing laboratory will be required. The Plant Inspector should be trained in proper methods of material sampling and testing and all phases of plant operations. He shall have at least one assistant trained in sampling and testing. A minimum of two extraction and stability tests will be conducted for each day's operation. All testing shall be at the CONTRACTOR's expense and will be included in the Unit Price for Asphaltic Concrete.

It will be required that the testing laboratory performing plant control certify in writing, truck weights of asphaltic concrete material on all contracts let on a tonnage basis.

TP-04 SCHEDULING OF WORK ON NON-WORK DAYS

Work shall be discontinued Saturdays, Sunday, and all legal and/or City designated holidays except for special operations that may be necessary in order to maintain, check and protect work already performed. If it becomes necessary for the CONTRACTOR to perform work on Saturdays, Sundays, or holidays, and such work, in the opinion of the ENGINEER, will require the presence of the Inspector, the CONTRACTOR shall pay the OWNER the amount of Two Hundred dollars (\$200.00) per eight-hour day for each Inspector given such assignment.

TP-05 CHANGES IN WORK

The owner reserves the right to order extra work or make changes by altering, adding to, or deducting from the work twenty five (25%) percent of the total quantities an/or costs. It is anticipated that certain roads may be added/or deleted.

TP-06 PROJECT SIGNS

Project signs will be supplied by the CONTRACTOR and it will be the responsibility of the CONTRACTOR to place these signs at each location prior to beginning work. Placement of signs will be the discretion of the OWNER's Representative.

TP-07 SILO STORAGE

Silo usage will be acceptable for a maximum storage time of 24 hours.

TP-08 LEVELING

Leveling course to be applied by either motor grader or paving machine at the discretion, and satisfaction of the ENGINEER or his authorized representative.

TP-09 TEMPORARY TRAFFIC STRIPING

The Standard Specification for Road and Bridge Construction approved and adopted 1988 and the Manual on Uniform Traffic Control Devices 1986 by the Florida Department of Transportation covering temporary traffic striping shall be used in the control of this item.

1. Painted temporary striping shall be placed on all streets with current striping at the end of each day's work. Finish striping shall be covered under a separate bid item.
2. No separate payment shall be made for temporary traffic striping. All costs for same shall be included in the contract price for asphaltic concrete.

TP-010 USE OF RECYCLED ASPHALT

Use of recycled asphalt pavement in job mix is not permitted.

TP-011 PROGRESS OF WORK

The CONTRACTOR may not pull off the project once paving has commenced until all joints are closed to the satisfaction of the ENGINEER and the roadway has sufficient striping to insure safety to the public.

The use of two paving crews will require a minimum of three working days notice to the ENGINEER prior to start of second crew.

TP-012 ASPHALTIC CONCRETE SURFACE COURSE, TYPE I, WITH OR WITHOUT LEVELING COURSE, STATE ROAD DEPARTMENT OF FLORIDA SPECIFICATIONS, MODIFIED.

The Standard Specifications for Road and Bridge Construction approved and adopted 1966 by the Florida State Road Department, covering Asphaltic Concrete Surface Course, Type I, will be used in the control of this item, with the following exceptions:

1. All testing of materials and the determination of the job-mix formula will be done by a commercial testing laboratory in accord with these specifications. A job-mix formula shall be submitted to the City ENGINEER before any materials are placed on the job site. (See TESTING under Section TP-03).
2. The job-mix formula shall be comprised of materials as specified in Section 331, Standard Specifications for Road and Bridge Construction, approved and adopted 1966, by the Florida State Road Departments.
3. Tack Coat material shall be emulsified asphaltic Grades RS-1 or RS-2 only meeting the requirements of 916-4 of the Florida Department of Transportation Standard Specification for Road and Bridge Construction Edition of 1977.

4. Tack Coat material will not be paid for directly. All cost of Tack Coat material and work in connection with application of same shall be included in the contract unit price for the Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified).
5. No separate payment shall be made for Bituminous Materials. All cost for same shall be included in the contract price for Asphaltic Concrete Surface Course, Type I, with or without Leveling.
6. PAYMENT SHALL BE MADE UNDER:

Asphaltic Concrete Surface Course, Type I, with or without Leveling Course (State Road Department of Florida Specifications, Modified), PER TON. Printed scale tickets are to be furnished with each load of asphalt delivered to the job site.
7. All sand or local material must have 100% passing the #16 sieve. All sand or local material stock piles must be approved by the ENGINEER.

TP-013 LOCATION MAP AND ROADWAY RESURFACING DETAILS

Appendices A & B

TP-014 PERMANENT TRAFFIC STRIPING

Permanent traffic striping shall conform to the Florida Department of Transportation "Standard Specifications for Road and Bridge Construction" 1996 Edition, Section 711. All striping shall be thermoplastic traffic striping and markings as per Standards.

Separate payment will be made for permanent traffic striping as designated in the Bid proposal and on the basis as described under Measurement and Payment.

TP-015 ADJUSTMENT OF MANHOLES AND VALVE BOXES

All manholes and valve boxes shall be adjusted to match finished asphaltic surfaces. A separate bid item is provided for the adjustment of manholes. No separate payment will be made for the adjustment of valve boxes.

END OF SECTION

APPENDIX “A”

Street Resurfacing List

Name	FrSegment	ToSegment	Milling	Pavement Application Thickness (inches)	Curb & Gutter Replacement
BLOCKHOUSE CT	ORMOND LAKES BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
SHERRINGTON DR	ORMOND LAKES BLVD	ORMOND LAKES BLVD	Full Width	1.5	As-Directed
WAYLAND CIR	SHERRINGTON DR	CUL-DE-SAC	Full Width	1.5	As-Directed
INDIAN HEAD DR	ORMOND LAKES BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
CYPRESS PARK CT	INDIAN HEAD DR	CUL-DE-SAC	Full Width	1.5	As-Directed
COTTON MILL CT	INDIAN HEAD DR	CUL-DE-SAC	Full Width	1.5	As-Directed
NOCOROCO CT	INDIAN HEAD DR	CUL-DE-SAC	Full Width	1.5	As-Directed
BUSINESS CENTER DR	N US 1	SOUTHLAND RD	Full Width	1.5	As-Directed
SAINT ANDREWS TER	S. ST. ANDREWS DR	S. ST. ANDREWS DR	Full Width	1.5	As-Directed
WYNDHAM LOOK	HAMLET TRACE	CUL-DE-SAC	Full Width	1.5	As-Directed
HAMLET CIR	WOODLAND BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
GREENFERN CIR	LAUREL DR	CUL-DE-SAC	Full Width	1.5	As-Directed
PINE SHADOWS TRL	CROSSINGS TRL	CUL-DE-SAC	Full Width	1.5	As-Directed
CYPRESS VIEW TRL	CROSSING TRL	CUL-DE-SAC	Full Width	1.5	As-Directed
BAYBERRY CT	ROCKEFELLER DR	ROCKEFELLER DR	Full Width	1.5	As-Directed
ALICEN CT	WINDING WOODS TRL	CUL-DE-SAC	Full Width	1.5	As-Directed
WINDWILLOW LN	ORMOND LAKES BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
PINION CIR	FIESTA DR.	CUADRO PLACE	Full Width	1.5	As-Directed
CROSSINGS TRL	CLYDE MORRIS BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
WANDERING OAKS DR	PARKSIDE DR	BROOKSIDE DR	Full Width	1.5	As-Directed
WINDING WOODS TRL	SR 40	CUL-DE-SAC	Full Width	1.5	As-Directed
WOODLANDS CIR	WOODLAND BLVD	CUL-DE-SAC	Full Width	1.5	As-Directed
OLD TOMOKA RD	SR-40	SR-40	Full-Width	1.5	As-Directed

Add Alternate

SAWTOOTH LN	OLD TOMOKA RD	SOUTHERN PINE TRL	Full Width	1.5	As-Directed
SOUTHERN PINE TRL	SAWTOOTH LN	CUL-DE-SACS N&S	Full Width	1.5	As-Directed
HIGHLAND OAKS TRL	SAWTOOTH LN	CUL-DE-SAC	Full Width	1.5	As-Directed

Note: All Measurements to be Field Verified by Contractor

Note: Blue Reflective Pavement Markers shall be installed for each fire hydrant on all resurfaced streets

Note: Thermoplastic Stop Bars to be installed at all intersection with stop signs

Note: Thermoplastic Cross walks to be installed at all intersection having sidewalk approaches

CITY OF ORMOND BEACH

2024 ROAD RESURFACING BID NO.: 2024-11



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	LOCATION MAP
3	NOTES & QUANTITIES
4	BLOCKHOUSE CT
5	SHERRINGTON DR & WAYLAND CIR
6	INDIAN HEAD DR & NOCOROCO CT
7	INDIAN HEAD DR, COTTON MILL CT, & CYPRESS PARK CT
8	BUSINESS CENTER DR
9	SAINT ANDREWS TERR & WYNDHAM LOOK
10	HAMLET CIR & WOODLANDS CIR
11	PINE SHADOWS TRL, CROSSING TRL, CYPRESS VIEW TRL
12	GREENFERN CIR
13	BAYBERRY CT & WINDWILLOW LN
14	WINDING WOODS TRL & ALICEN CT
15	PINION CIR
16	WANDERING OAKS DR
17	OLD TOMOKA AVE
18	OLD TOMOKA AVE
19	OLD TOMOKA AVE
20	ALTERNATE – SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL
21	DETAILS

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

SUSAN PERSIS, ZONE 3
HAROLD BRAILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

ID	STREET NAME	SHEET
1	BLOCKHOUSE CT	4
2	SHERRINGTON DR	5
3	WAYLAND CIR	5
4	NOCOROCO CT	6
5	INDIAN HEAD DR	6 & 7
6	COTTON MILL CT	7
7	CYPRESS PARK CT	7
8	BUSINESS CENTER DR	8
9	SAINT ANDREWS TERR	9
10	WYNDHAM LOOK	9
11	HAMLET CIR	10
12	WOODLANDS CIR	10
13	PINE SHADOWS TRL	11
14	CROSSING TRL	11
15	CYPRESS VIEW TRL	11
16	GREENFERN CIR	12
17	BAYBERRY CT	13
18	WINDWILLOW LN	13
19	WINDING WILLOW TRL	14
20	ALICEN CT	14
21	PINION CIR	15
22	WANDERING OAKS DR	16
23	OLD TOMOKA AVE	17 - 19
24	SAWTOOTH LN	20
25	SOUTHERN PINE TRL	20
26	HIGHLAND OAKS TRL	20



NO.	DATE	REVISIONS	BY	CITY OF ORMOND BEACH	2024 ROAD RESURFACING	LOCATION MAP	DATE: 11/7/23	PROJECT NO.: 2024-11
				BILL PARTINGTON, MAYOR	JOYCE SHANAHAN, CITY MANAGER		SCALE: N.T.S.	FILE NAME:
				ALEX SCHUMANN, P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 2 of 21

GENERAL NOTES: 1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS), AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION. 2. NO LAND SHALL BE CLEARED, EXCAVATED OR FILLED AND NO STRUCTURE SHALL BE ERECTED, REPAIRED OR DEMOLISHED WITHOUT PROPER PERMIT(S) AS REQUIRED BY THE CITY OF ORMOND BEACH. 3. NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG 48 HOURS PRIOR TO THE START OF CONSTRUCTION. 4. ANY CONSTRUCTION CHANGES TO APPROVED PLANS SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH FOR APPROVAL PRIOR TO PERFORMING THE WORK. 5. ROAD CONSTRUCTION AND PIPE INSTALLATION COMPACTION AND DENSITY TESTING SHALL CONFORM TO THE CITY OF ORMOND BEACH'S MINIMUM REQUIREMENTS. CERTIFIED COPIES OF TEST REPORTS SHALL BE SUBMITTED TO THE CITY INSPECTOR AND THE CITY'S ENGINEERING DIVISION. 6. A PRE-PAVING UTILITY INSPECTION MUST BE REQUESTED AND COMPLETED PRIOR TO THE PAVING OF ALL ROADS, STREETS, AND PARKING AREAS. 7. A FINAL INSPECTION, TO BE CONDUCTED BY THE CITY OF ORMOND BEACH, SHALL BE PERFORMED ON ALL CONSTRUCTION. THE DESIGN ENGINEER SHALL NOTIFY THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG WHEN REQUESTING A FINAL INSPECTION. 8. THREE COMPLETE SETS OF AS-BUILT DRAWINGS (5 FOR SUBDIVISIONS) ARE REQUIRED TO BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO REQUESTING A FINAL INSPECTION. AS-BUILT DRAWINGS MAY BE SUBMITTED IN DIGITAL FORMAT WITH DIGITAL SIGNATURE OF SURVEYOR AND/OR ENGINEER OF RECORD. 9. THE CITY HAS A CONTRACTOR FOR ROLL OFF SERVICE. NO OTHER CONTRACTOR SHALL BE PERMITTED TO PROVIDE THIS SERVICE. VERIFY COMPANY UNDER CONTRACT WITH THE CITY. 10. CONSTRUCTION SITES THAT DISTURB ONE ACRE OR MORE WILL BE REQUIRED TO SEEK COVERAGE UNDER THE GENERAL PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT. 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES 12. SEEDING OR SOODING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED. 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.		ROADWAY CONSTRUCTION NOTES 1. ALL RIGHT OF WAY OTHER THAN ROADWAY AREAS SHALL BE SEEDED AND MULCHED OR SOODED. ALL SLOPES GREATER THAN 6% SHALL BE SOODED. THE CITY RESERVES THE RIGHT TO REQUIRE SOODING IN SPECIAL AREAS WHERE EROSION IS A CONCERN. 2. THE FOLLOWING WILL BE THE STANDARD PROTECTION FOR DITCHES UNLESS DRAINAGE CALCULATIONS INDICATE OTHERWISE: <table><tr><td>SWALE PROFILE GRADES 0.2% - 1.0% 1.0% - 4.0% 4.0% AND GREATER</td><td>PROTECTION REQUIRED SEEDING AND MULCHING SOODING 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 BORING. 4. THE LIMITS OF STABILIZED SUB BASE SHALL EXTEND TO A DEPTH OF SIX INCHES (6") BELOW THE BOTTOM OF THE BASE AND OUTWARD TO TWELVE INCHES (12") BEYOND THE CURB. 5. THE STABILIZING MATERIAL, IF REQUIRED, SHOULD BE A HIGH BEARING VALUE SOIL, SAND-CLAY, LIMEROCK, RECYCLED CONCRETE, SHEL OR OTHER MATERIAL AS APPROVED BY THE CITY AND A LICENSED SOILS ENGINEER. 6. THE SUB BASE SHALL BE STABILIZED NOT LESS THAN FORTY (40) POUNDS LIMEROCK BEARING RATIO (LBR). A COMPACTION OF NO LESS THAN NINETY- EIGHT (98%) PERCENT DENSITY BASED ON AASHTO T-180 SHALL BE REQUIRED. 7. TESTS FOR SUB BASE BEARING CAPACITY AND COMPACTION SHALL BE DONE AT A MINIMUM OF EVERY 300 FEET AND SHALL BE STAGGERED TO THE LEFT, RIGHT AND AT CENTER LINE OF THE ROADWAY. 8. BASES FOR ALL STREETS SHALL HAVE A MINIMUM SIX INCH (6") DEPTH. PRIMING AND SANDING SHALL BE REQUIRED AS SOON AS BEARING CAPACITY AND COMPACTION HAS BEEN ACHIEVED. 9. MAXIMUM DENSITY BASED ON AASHTO T-180 MOISTURE PROCTOR TEST. RECYCLED CONCRETE OR LIMEROCK BASES SHALL BE COMPACTED TO (98%) 10. MATERIAL DELIVERY TICKETS SHALL BE PROVIDED TO THE CITY AT THE TIME OF PLACEMENT. 11. TESTING OF THE IN-PLACE BASE SHALL BE DONE AT INTERVALS EQUIVALENT TO SUB BASE TESTING AND SHALL CONSIST OF, AS A MINIMUM, MOISTURE CONTENT AND COMPACTION TEST.		SWALE PROFILE GRADES 0.2% - 1.0% 1.0% - 4.0% 4.0% AND GREATER	PROTECTION REQUIRED SEEDING AND MULCHING SOODING DITCH PAVING	12. DESIGN MIXES SHALL BE SUBMITTED TO THE CITY FOR THEIR APPROVAL NO LESS THAN THREE (3) WORKING DAYS PRIOR TO ANY ROADWAY CONSTRUCTION. 13. ASPHALT SPECIFICATIONS SHALL BE SUBMITTED BY THE DESIGN ENGINEER WITH FINAL PLANS TO THE CITY. FLORIDA STATE CERTIFIED BATCH PLANTS MUST THEN CERTIFY THAT THESE APPROVED SPECIFICATIONS HAVE BEEN MET. 14. EXTRACTION AND GRADATION TESTS ON ASPHALT MIXES SHALL BE PROVIDED TO THE CITY TO INSURE THAT DESIGN MIXES MEET THE CITY STANDARD SPECIFICATIONS. 15. THE ROADWAY CROWN SHALL HAVE A STANDARD ONE QUARTER INCH (1/4") PER FOOT SLOPE. 16. ALL ROADWAYS WITH CURB AND GUTTER SECTIONS SHALL HAVE AS A STANDARD A MINIMUM LONGITUDINAL SLOPE OF 0.30%. 17. THE FINISHED PAVEMENT EDGE SHALL BE WITHIN ONE QUARTER INCH (1/4") OF THE ADJACENT CONCRETE CURB. 18. CONCRETE CURBS SHALL BE PROVIDED ON BOTH SIDES OF ALL STREETS AND CONSTRUCTED WITH 2800 PSI CONCRETE AT 28 DAYS. 19. CONCRETE CURBS SHALL BE SAW CUT TO A DEPTH EQUAL TO 1/4 OF CURB THICKNESS AT INTERVALS OF TEN FEET (10') WITH EXPANSION JOINTS AT STREET INTERSECTIONS, STRUCTURES AND ALONG CURVES AT SIXTY FEET (60') INTERVALS. ALL EXPANSION JOINT MATERIAL IS REQUIRED TO BE INSTALLED THROUGH THE ENTIRE DEPTH OF THE CONCRETE CURB. 20. AN "X" SHALL BE CUT IN THE CURB TO MARK THE LOCATION OF WATER DISTRIBUTION SYSTEM VALVE. 21. AN "A" SHALL BE CUT INTO THE CURB TO MARK THE LOCATION OF ALL VALVES OTHER THAN WATER DISTRIBUTION VALVES. 22. A "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>40'</td></tr><tr><td>ARTERIAL TO ARTERIAL</td><td>50'</td></tr></table> 31. CITY INSPECTOR SHALL BE PRESENT DURING PAVING OF ALL PUBLIC AND PRIVATE ROADS. PAVING SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS, MONDAY THROUGH FRIDAY. PAVING DURING WEEKENDS IS NOT PERMITTED. 32. CONSTRUCTION METHODS AND DESIGN FOR CONCRETE PAVEMENT SHALL CONFORM TO FDOT STANDARD SPECIFICATION FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. 33. ALL CONTRACTORS THAT ARE PERFORMING THE CONSTRUCTION OF PUBLIC IMPROVEMENTS (WATER MAIN, SANITARY SEWER MAIN, RECLAIMED WATER MAIN, STORM WATER PIPES AND INLETS AND ALSO CONSTRUCTION OF ROADWAYS) SHALL BE CERTIFIED WITH THE FLORIDA STATE DEPARTMENT OF PROFESSIONAL REGULATIONS (DPRE) FOR THE TYPE OF WORK THAT THEY PERFORM. A COPY OF THE VALID LICENSE IS REQUIRED AT THE PRE CONSTRUCTION MEETING. 34. UTILITY DEPTH: - HIGH VOLTAGE UTILITIES SUCH AS POWER (FEEDER, SERVICE AND DROPS) SHALL BE BURIED A MINIMUM OF 36 INCHES IN DEPTH. - LOW VOLTAGE UTILITIES SUCH AS PHONE AND CABLE TV SHALL BE BURIED A MINIMUM OF 12 INCHES IN DEPTH FOR FEEDER AND SERVICES. SERVICE DROPS SHALL BE BURIED A MINIMUM OF 6 INCHES IN DEPTH. - HIGH VOLTAGE UTILITIES INSTALLED PARALLEL TO PRESSURE MAINS SHALL MAINTAIN A MINIMUM FIVE FOOT SEPARATION. 35. GEOTECHNICAL TESTING REPORTS SIGNED AND SEALED BY A PROFESSIONAL ENGINEER SHALL BE SUBMITTED TO THE CITY OF ORMOND BEACH PRIOR TO FINAL SIGN OFF. REPORTS SHALL CLEARLY LABEL PROJECT NAME AND PHASE.		2-LANE ACCESS OR FEEDER	35'	LOCAL TO COLLECTOR	35'	LOCAL OR COLLECTOR TO ARTERIAL	40'	ARTERIAL TO ARTERIAL	50'
SWALE PROFILE GRADES 0.2% - 1.0% 1.0% - 4.0% 4.0% AND GREATER	PROTECTION REQUIRED SEEDING AND MULCHING SOODING DITCH PAVING																
2-LANE ACCESS OR FEEDER	35'																
LOCAL TO COLLECTOR	35'																
LOCAL OR COLLECTOR TO ARTERIAL	40'																
ARTERIAL TO ARTERIAL	50'																
	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX M-2 MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1A MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1B MAY 2020		STANDARD CONSTRUCTION DETAIL ROADWAY CONSTRUCTION NOTES	INDEX R-1C MAY 2020						

QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	4750 TONS	6.	THERMOPLASTIC STRIPING	1 LS
2.	ASPHALT LEVELING COURSE	475 TONS	7.	CURB & GUTTER	150 LF
3.	MILL	51173 SY	8.	MISC. DRIVEWAYS	250 SY
4.	ADJUST MANHOLE	10 EA	9.	SEWALK	250 SY
5.	ADJUST VALVES	8 EA	10.	ASPHALT MILLINGS	400 CY

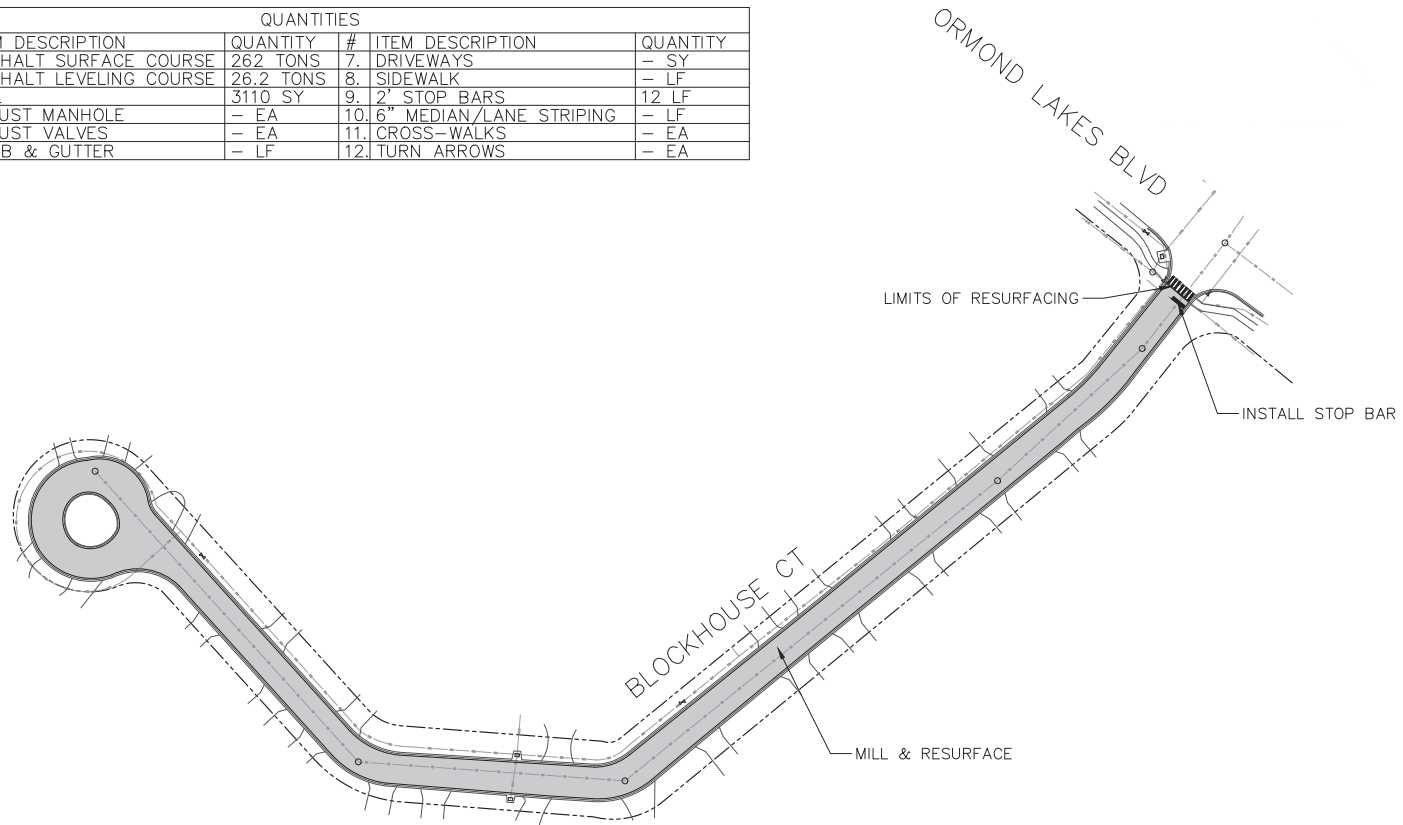
QUANTITIES – ALTERNATE 1					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
11.	ASPHALT SURFACE COURSE	482 SY	14.	THERMOPLASTIC STRIPING	1 LS
12.	ASPHALT LEVELING COURSE	48.2 SY	15.	CURB & GUTTER	50 LF
13.	MILL	5713 TONS	16.	MOBILIZATION	1 LS

DRAWING STATUS
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CONSTRUCTION
RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER		2024 ROAD RESURFACING		NOTES & QUANTITIES		DATE:	11/7/23	PROJECT NO.:	2024-11
												SCALE:	1"= 40'	FILE NAME:	
												DRAWN BY:	MC	SHEET:	3 of 21

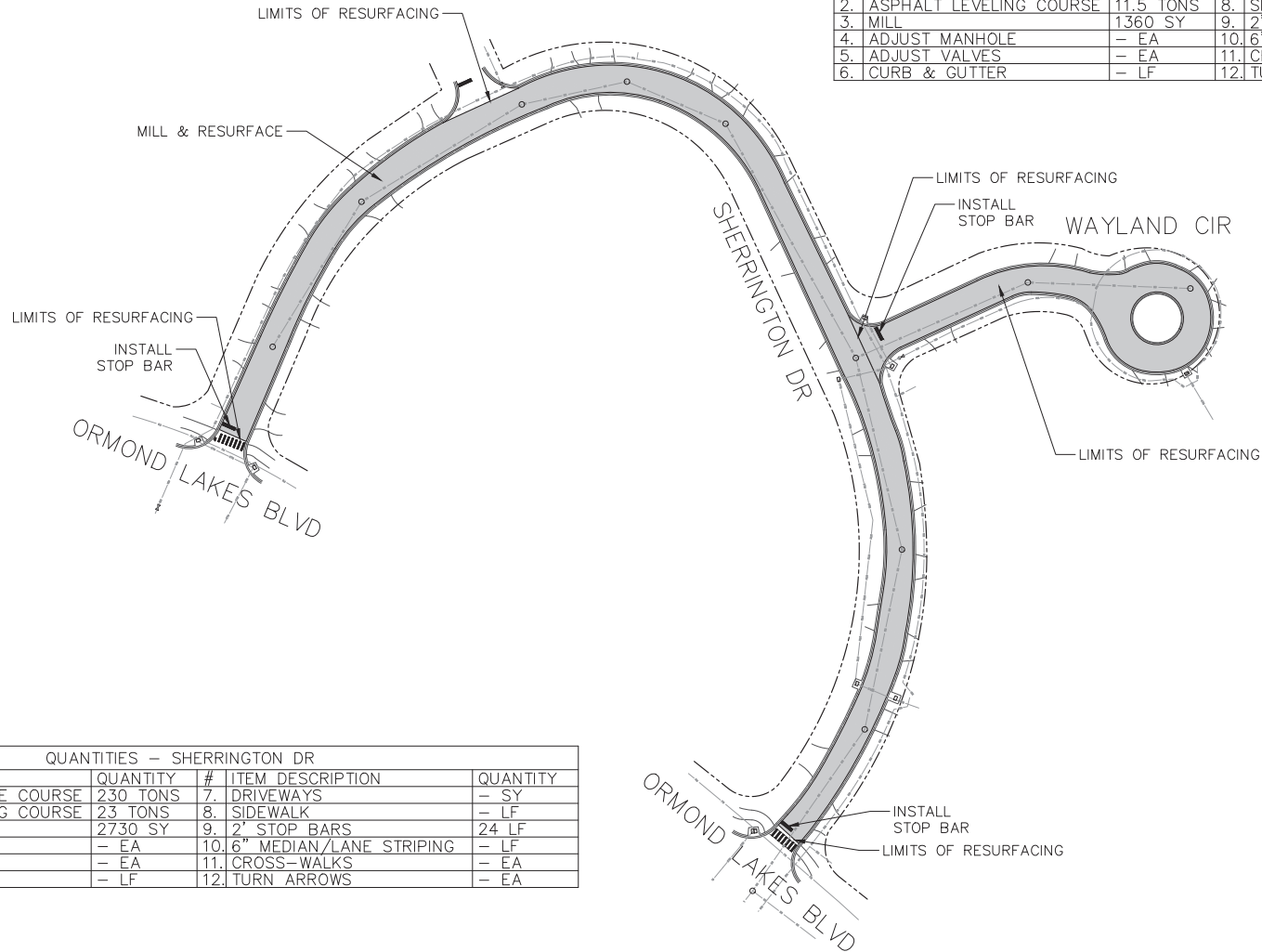


QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	262 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	26.2 TONS	8.	SIDEWALK	- LF
3.	MILL	3110 SY	9.	2" STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA



DRAWING STATUS	
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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2024 ROAD RESURFACING	BLOCKHOUSE CT	DATE: 11/7/23	PROJECT NO.: 2024-11
					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 4 of 21



QUANTITIES – WAYLAND CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	115 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11.5 TONS	8.	SIDEWALK	– LF
3.	MILL	1360 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

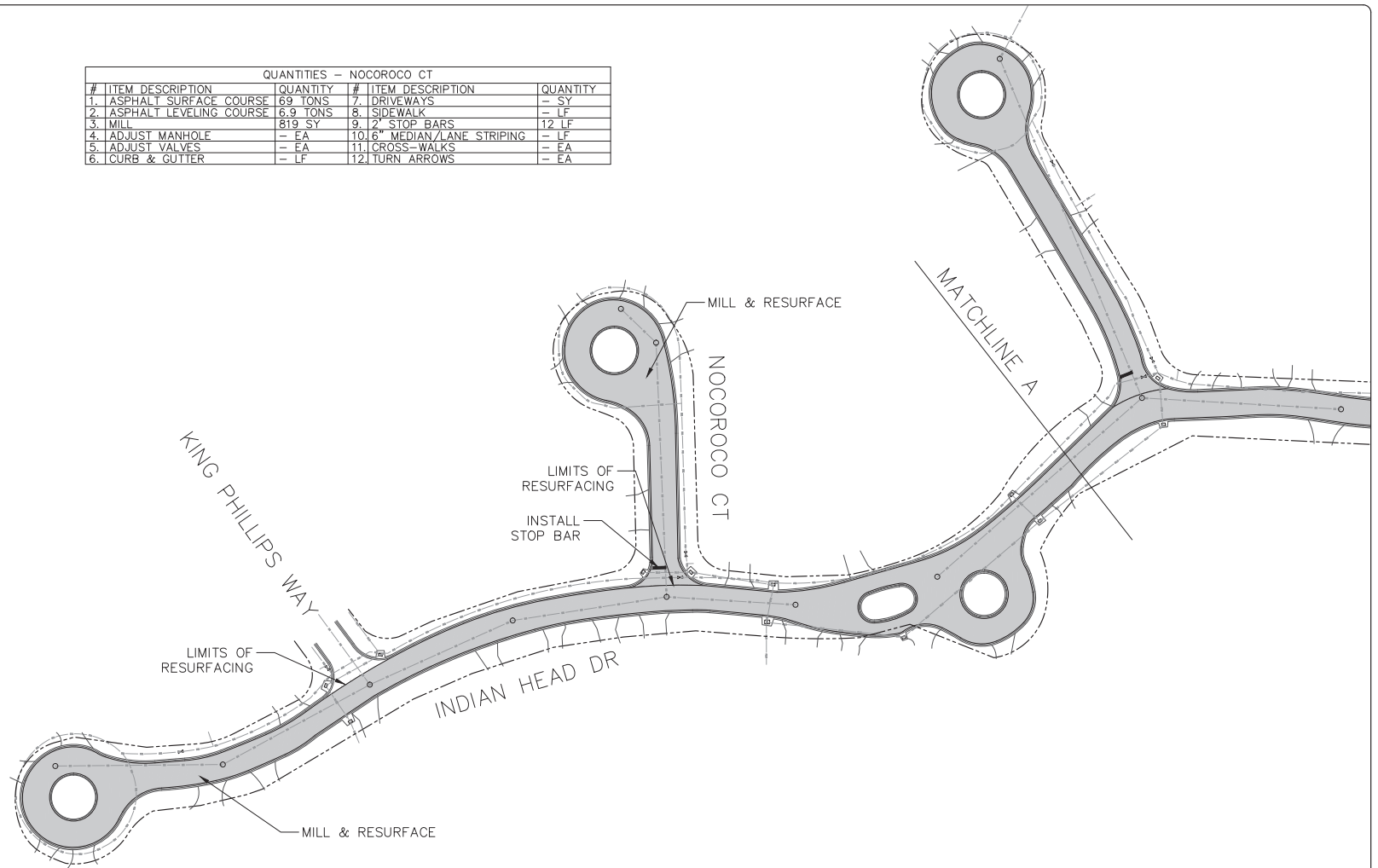
QUANTITIES – SHERRINGTON DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	230 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	23 TONS	8.	SIDEWALK	– LF
3.	MILL	2730 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2024 ROAD RESURFACING	SHERRINGTON DR & WAYLAND CIR	DATE: 11/7/23	PROJECT NO.: 2024-11	
									SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER				DRAWN BY: MC	SHEET: 5 of 21



QUANTITIES – NOCOROCO CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	69 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	6.9 TONS	8.	SIDEWALK	- LF
3.	MILL	819 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- FA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- FA	11.	CROSS-WALKS	- FA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- FA



QUANTITIES - INDIAN HEAD DR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	364 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	36.4 TONS	8.	SIDEWALK	- LF
3.	MILL	4310 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

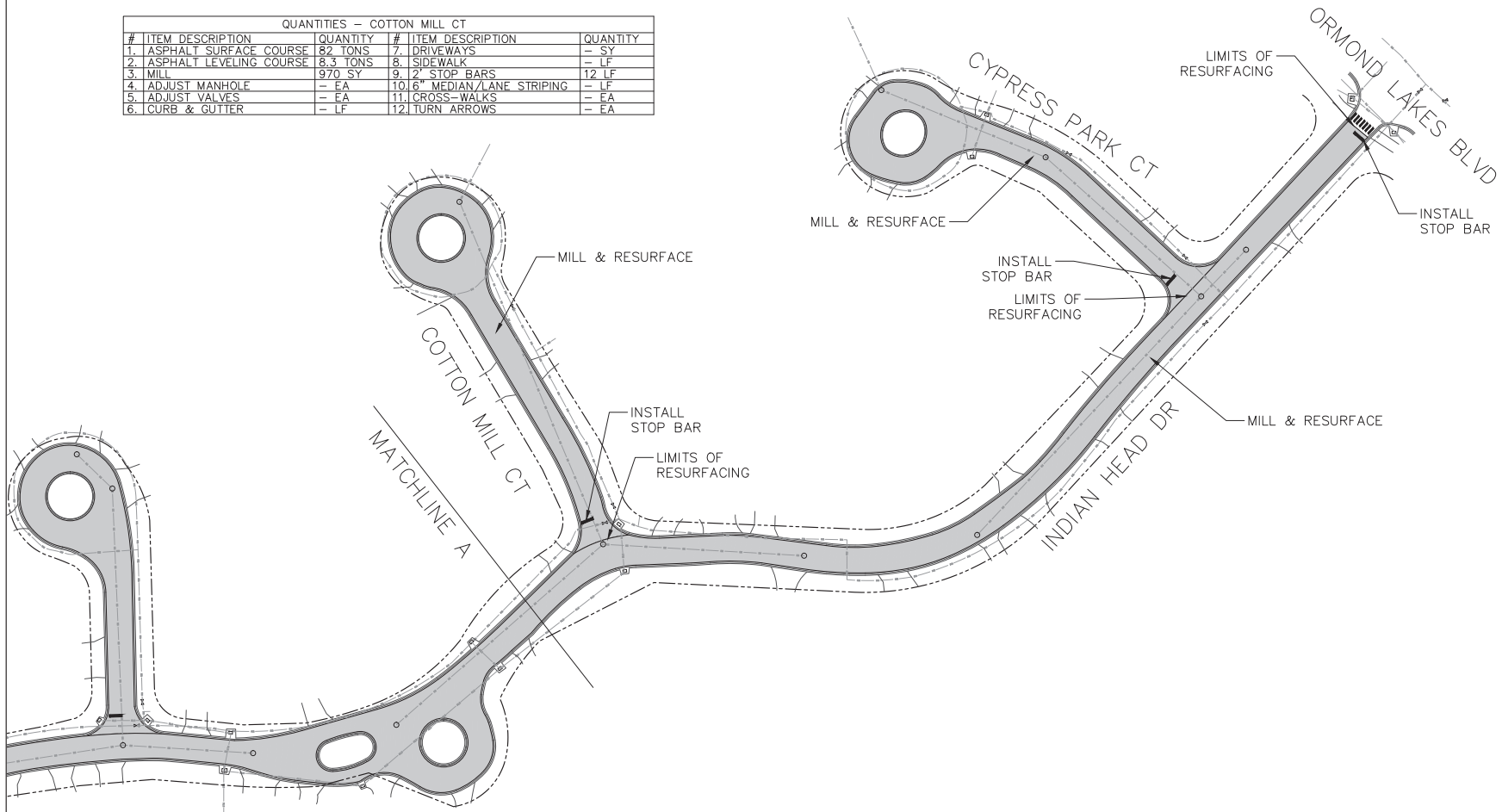
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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR	2024 ROAD RESURFACING	INDIAN HEAD DR & NOCOROCO CT	DATE: 11/7/23	PROJECT NO.: 2024-11
					JOYCE SHANAHAN, CITY MANAGER			SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 6 of 21



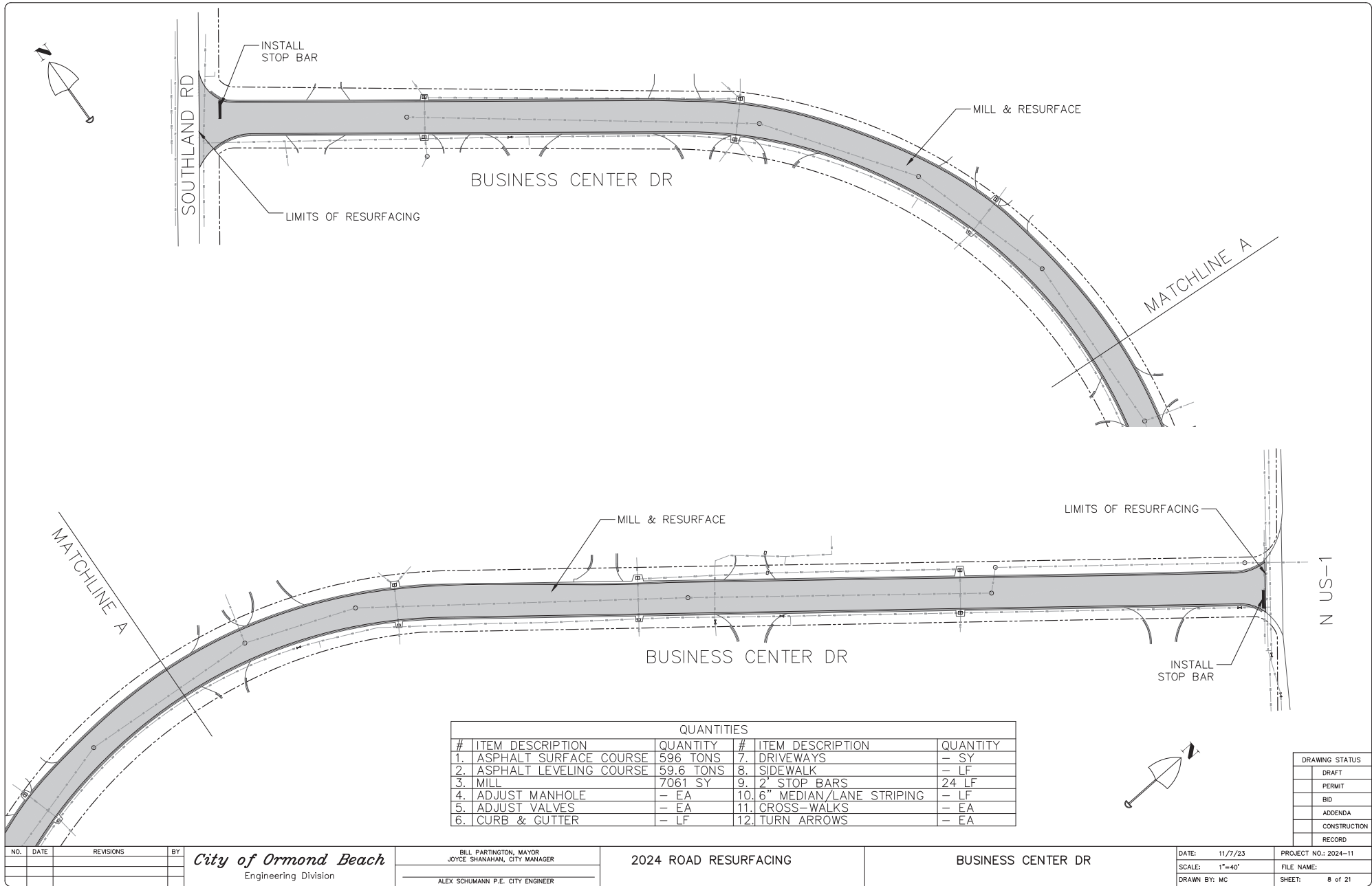
QUANTITIES - CYPRESS PARK CT			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	8.3 TONS	7. DRIVEWAYS
2.	ASPHALT LEVELING COURSE	8.3 TONS	8. SIDEWALK
3.	MILL	979 SY	9. 2" STOP BARS / HATCHING
4.	ADJUST MANHOLE	- EA	10. 6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11. CROSS-WALKS
6.	CURB & GUTTER	- LF	12. TURN ARROWS

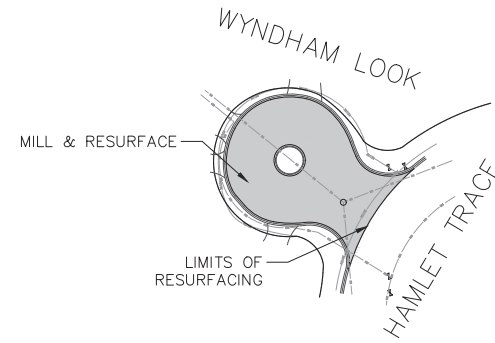
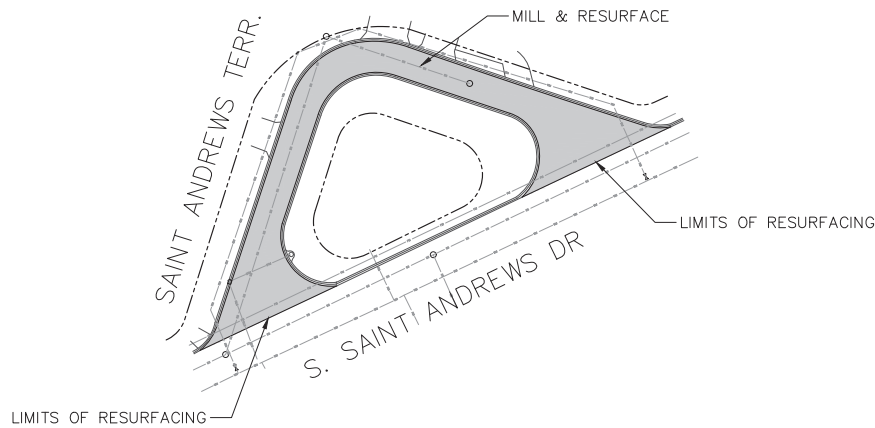
QUANTITIES - COTTON MILL CT			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	8.3 TONS	7. DRIVEWAYS
2.	ASPHALT LEVELING COURSE	8.3 TONS	8. SIDEWALK
3.	MILL	979 SY	9. 2" STOP BARS
4.	ADJUST MANHOLE	- EA	10. 6" MEDIAN/LANE STRIPING
5.	ADJUST VALVES	- EA	11. CROSS-WALKS
6.	CURB & GUTTER	- LF	12. TURN ARROWS



NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		2024 ROAD RESURFACING		INDIAN HEAD DR, COTTON MILL CT, & CYPRESS PARK CT		DATE:	11/7/23	PROJECT NO.:	2024-11
										SCALE:	1"=40'	FILE NAME:	
										DRAWN BY:	MC	SHEET:	7 of 21

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QUANTITIES – SAINT ANDREWS TERR.

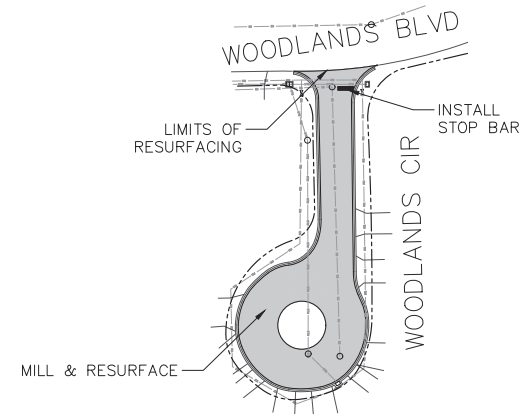
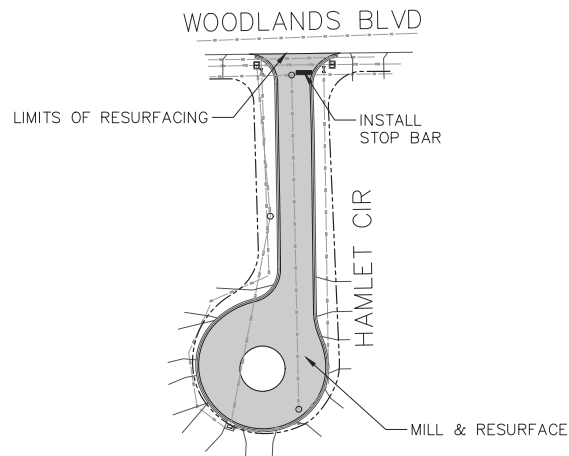
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	88 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	8.8 TONS	8.	SIDEWALK	– LF
3.	MILL	1038 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – WYNDHAM LOOK

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	71 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.1 TONS	8.	SIDEWALK	– LF
3.	MILL	844 SY	9.	2' STOP BARS	– LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER	2024 ROAD RESURFACING	SAINT ANDREWS TERR. & WYNDHAM LOOK	DATE:	11/7/23	PROJECT NO.:	2024-11
								SCALE:	1"=40'	FILE NAME:	
								DRAWN BY:	MC	SHEET:	9 of 21



QUANTITIES – HAMLET CIR

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	75 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.5 TONS	8.	SIDEWALK	– LF
3.	MILL	889 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

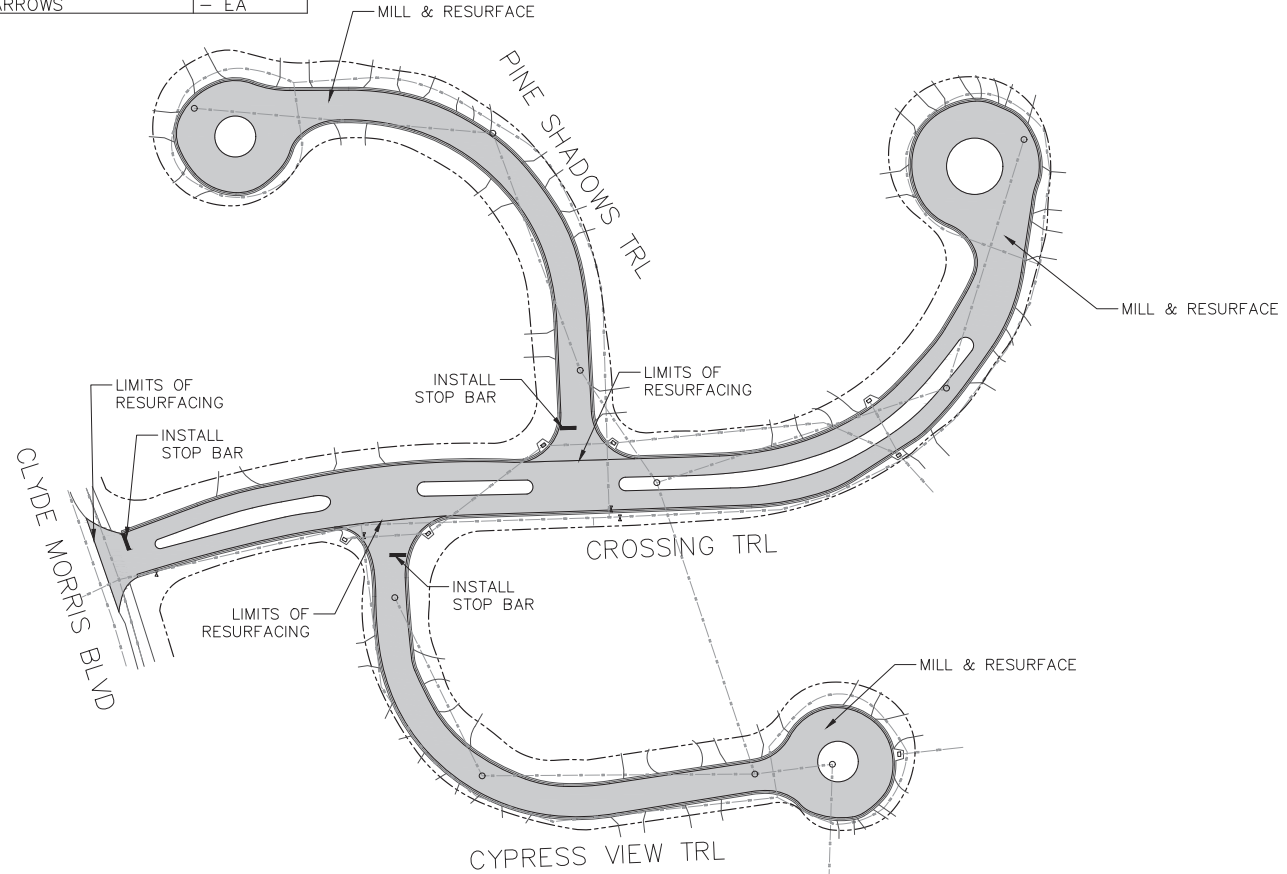
QUANTITIES – WOODLANDS CIR

#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	75 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	7.5 TONS	8.	SIDEWALK	– LF
3.	MILL	889 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

DRAWING STATUS	
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☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR	2024 ROAD RESURFACING	HAMLET CIR & WOODLANDS CIR	DATE:	11/7/23	PROJECT NO.:	2024-11
					JOYCE SHANAHAN, CITY MANAGER			SCALE:	1"=40'	FILE NAME:	
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC		SHEET:	10 of 21

QUANTITIES – PINE SHADOWS TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	120 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	12 TONS	8.	SIDEWALK	– LF
3.	MILL	1426 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS–WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

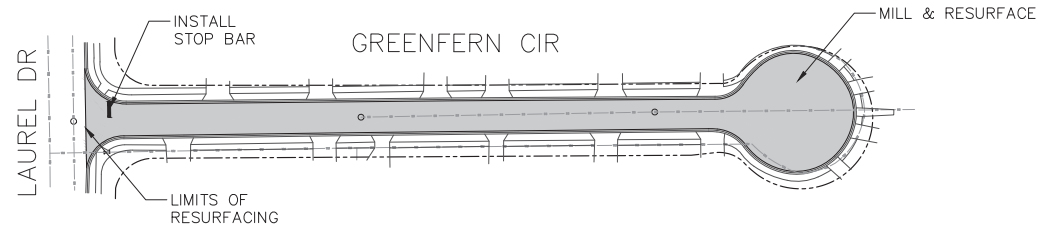


QUANTITIES – CROSSING TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	227 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	22.7 TONS	8.	SIDEWALK	– LF
3.	MILL	2693 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

QUANTITIES – CYPRESS VIEW TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	126 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	12.6 TONS	8.	SIDEWALK	– LF
3.	MILL	1498 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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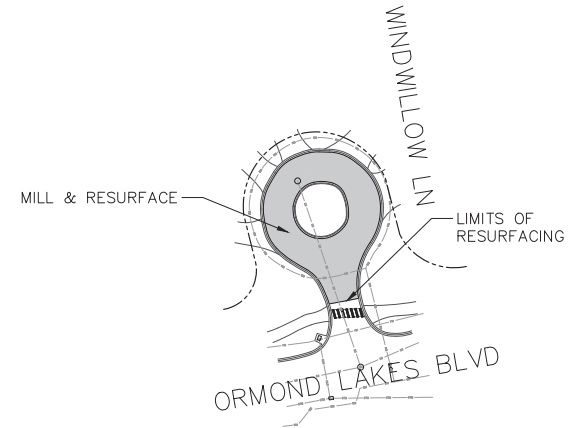
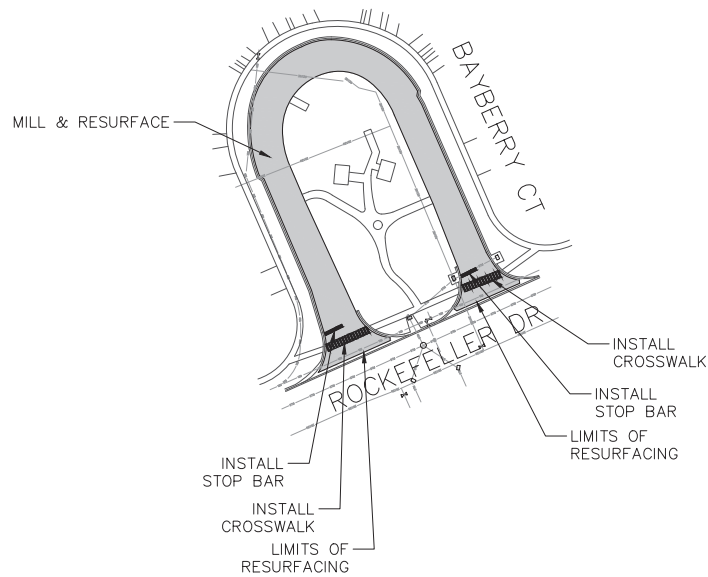
NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2024 ROAD RESURFACING	PINE SHADOWS TRL, CROSSING TRL & CYPRESS VIEW TRL	DATE: 11/7/23 SCALE: 1"=40' DRAWN BY: MC	PROJECT NO.: 2023-27 FILE NAME: SHEET: 11 of 21
						ALEX SCHUMANN P.E. CITY ENGINEER				



QUANTITIES – GREENFERN CIR					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	113 TONS	7.	DRIVEWAYS	– SY
2.	ASPHALT LEVELING COURSE	11.3 TONS	8.	SIDEWALK	– LF
3.	MILL	1333 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	– EA	10.	6" MEDIAN/LANE STRIPING	– LF
5.	ADJUST VALVES	– EA	11.	CROSS-WALKS	– EA
6.	CURB & GUTTER	– LF	12.	TURN ARROWS	– EA

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NO.	DATE	REVISIONS	BY	City of Ormond Beach Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2024 ROAD RESURFACING	GREENFERN CIR	DATE: 11/7/23	PROJECT NO.: 2024-11
					ALEX SCHUMANN P.E. CITY ENGINEER			SCALE: 1"=40'	FILE NAME:
								DRAWN BY: MC	SHEET: 12 of 21



QUANTITIES – BAYBERRY CT			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	68 TONS	7.
2.	ASPHALT LEVELING COURSE	6.8 TONS	8.
3.	MILL	800 SY	9.
4.	ADJUST MANHOLE	– EA	10.
5.	ADJUST VALVES	– EA	11.
6.	CURB & GUTTER	– LF	12.

QUANTITIES – WINDWILLOW LN			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	66 TONS	7.
2.	ASPHALT LEVELING COURSE	6.6 TONS	8.
3.	MILL	780 SY	9.
4.	ADJUST MANHOLE	– EA	10.
5.	ADJUST VALVES	– EA	11.
6.	CURB & GUTTER	– LF	12.

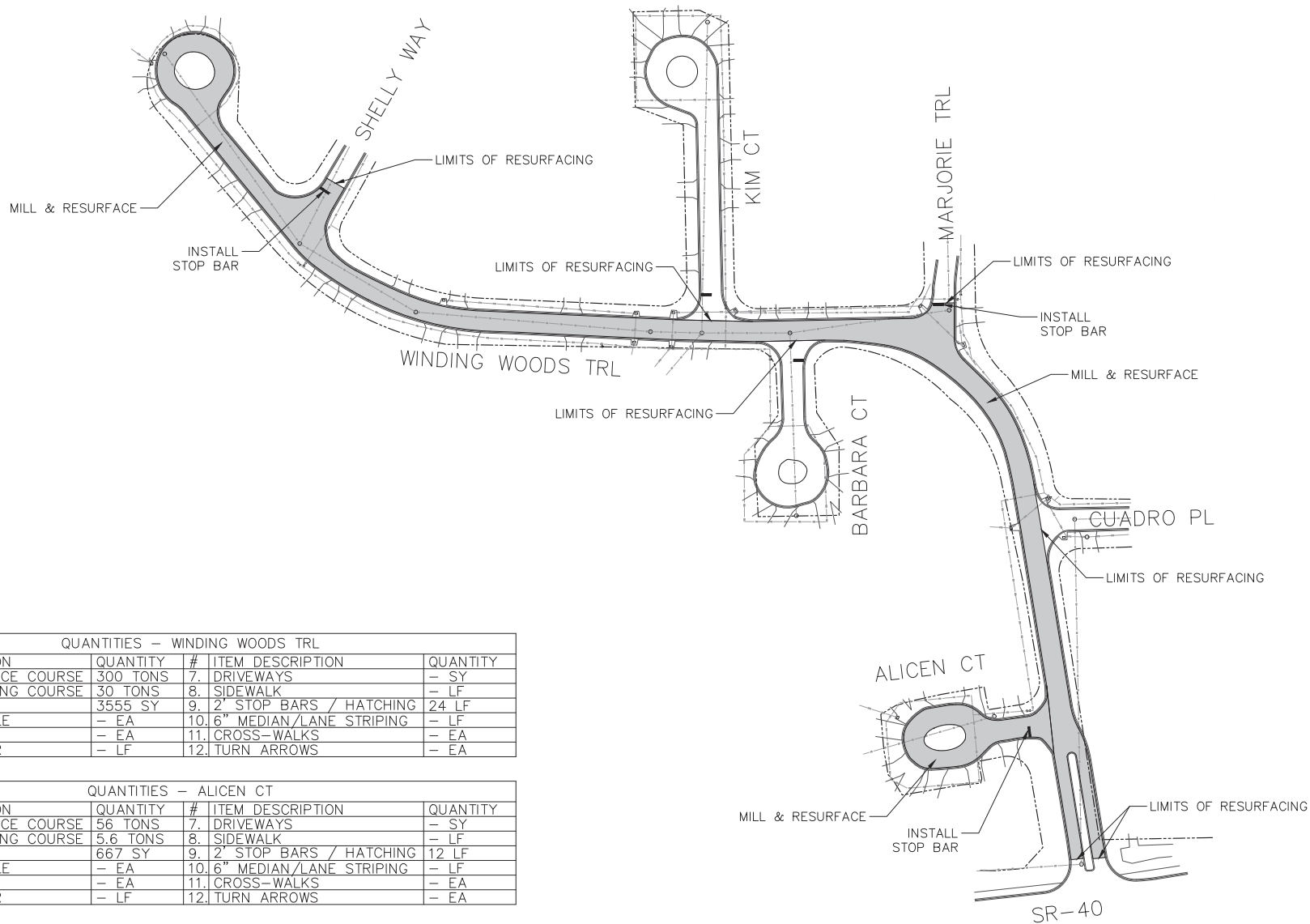
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NO.	DATE	REVISIONS	BY	2024 ROAD RESURFACING		BAYBERRY CT & WINDWILLOW LN		DATE:	11/7/23	PROJECT NO.:	2024-11
								SCALE:	1"=40'	FILE NAME:	
				ALEX SCHUMANN P.E. CITY ENGINEER				DRAWN BY:	MC	SHEET:	13 of 21

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN P.E. CITY ENGINEER



QUANTITIES - WINDING WOODS TRL					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	300 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	30 TONS	8.	SIDEWALK	- LF
3.	MILL	3555 SY	9.	2' STOP BARS / HATCHING	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

QUANTITIES - ALICEN CT					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	56 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	5.6 TONS	8.	SIDEWALK	- LF
3.	MILL	667 SY	9.	2' STOP BARS / HATCHING	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

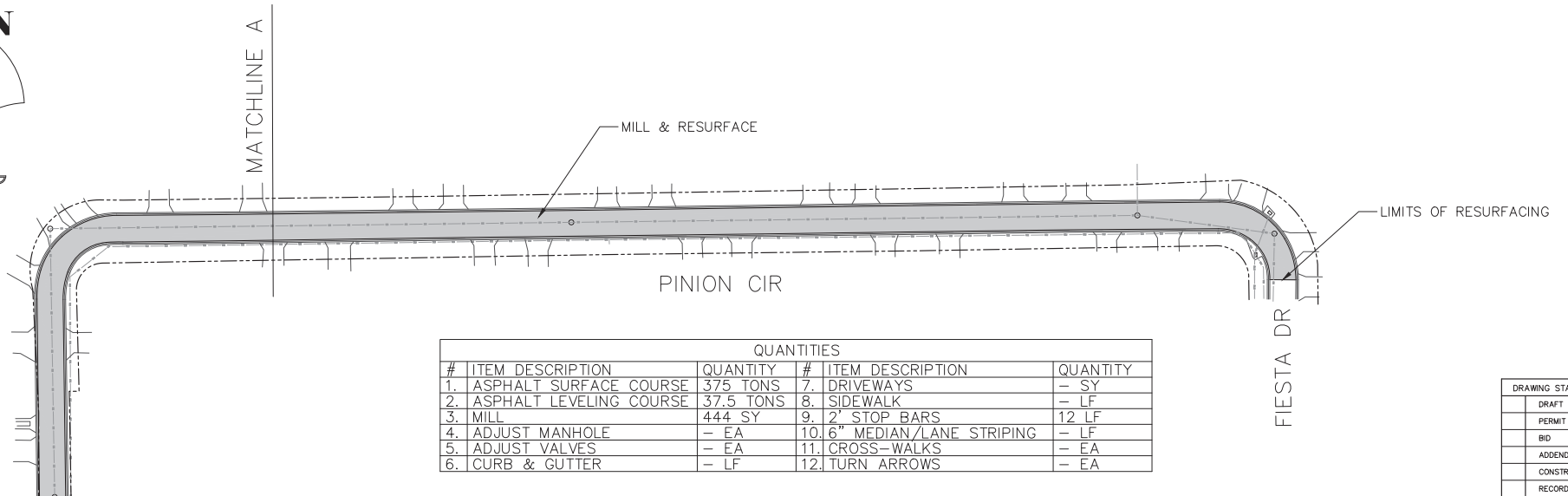
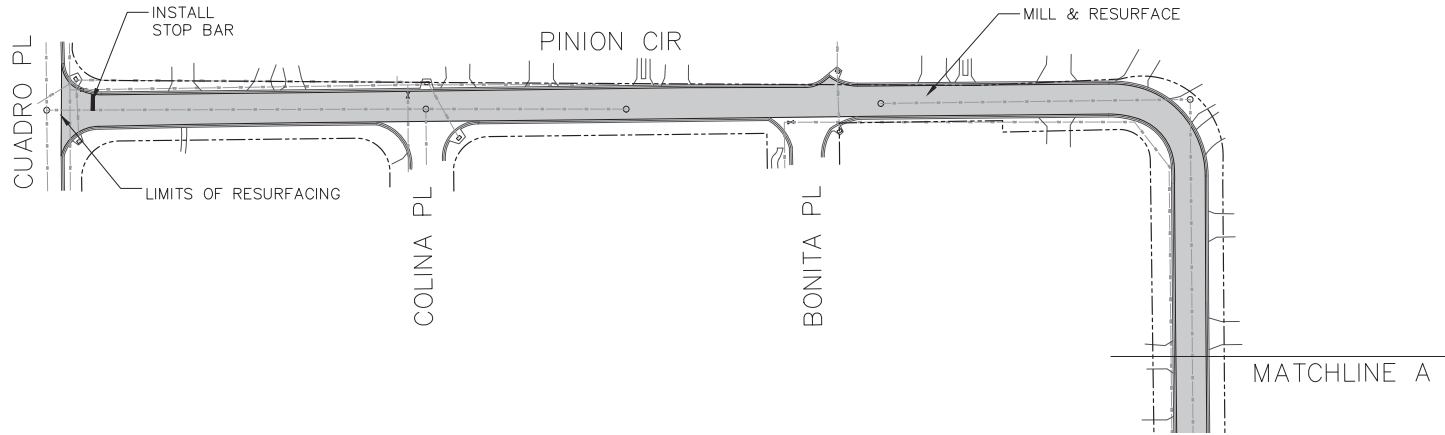
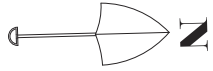
ALEX SCHUMANN P.E. CITY ENGINEER

2024 ROAD RESURFACING

WINDING WOODS TRL &
ALICEN CT

DATE: 11/7/23
SCALE: 1"=50'
DRAWN BY: MC

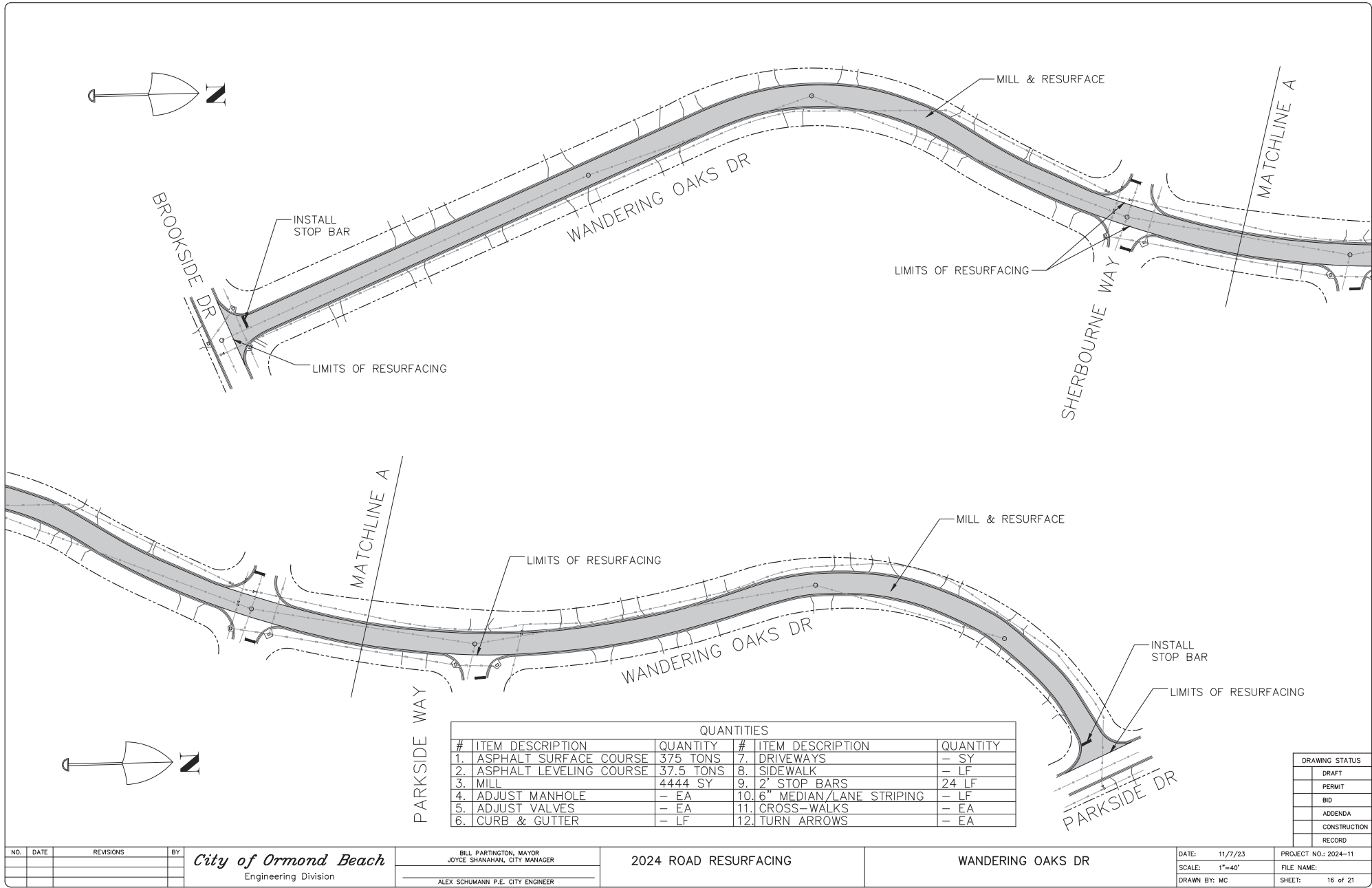
PROJECT NO.: 2024-11
FILE NAME:
SHEET: 14 of 21



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	375 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	37.5 TONS	8.	SIDEWALK	- LF
3.	MILL	444 SY	9.	2' STOP BARS	12 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	2024 ROAD RESURFACING	PINION CIR	DATE: 11/7/23	PROJECT NO.: 2024-11
								SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN P.E. CITY ENGINEER			DRAWN BY: MC	SHEET: 15 of 21



QUANTITIES					
#	ITEM DESCRIPTION	QUANTITY	#	ITEM DESCRIPTION	QUANTITY
1.	ASPHALT SURFACE COURSE	375 TONS	7.	DRIVEWAYS	- SY
2.	ASPHALT LEVELING COURSE	37.5 TONS	8.	SIDEWALK	- LF
3.	MILL	4444 SY	9.	2' STOP BARS	24 LF
4.	ADJUST MANHOLE	- EA	10.	6" MEDIAN/LANE STRIPING	- LF
5.	ADJUST VALVES	- EA	11.	CROSS-WALKS	- EA
6.	CURB & GUTTER	- LF	12.	TURN ARROWS	- EA

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City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

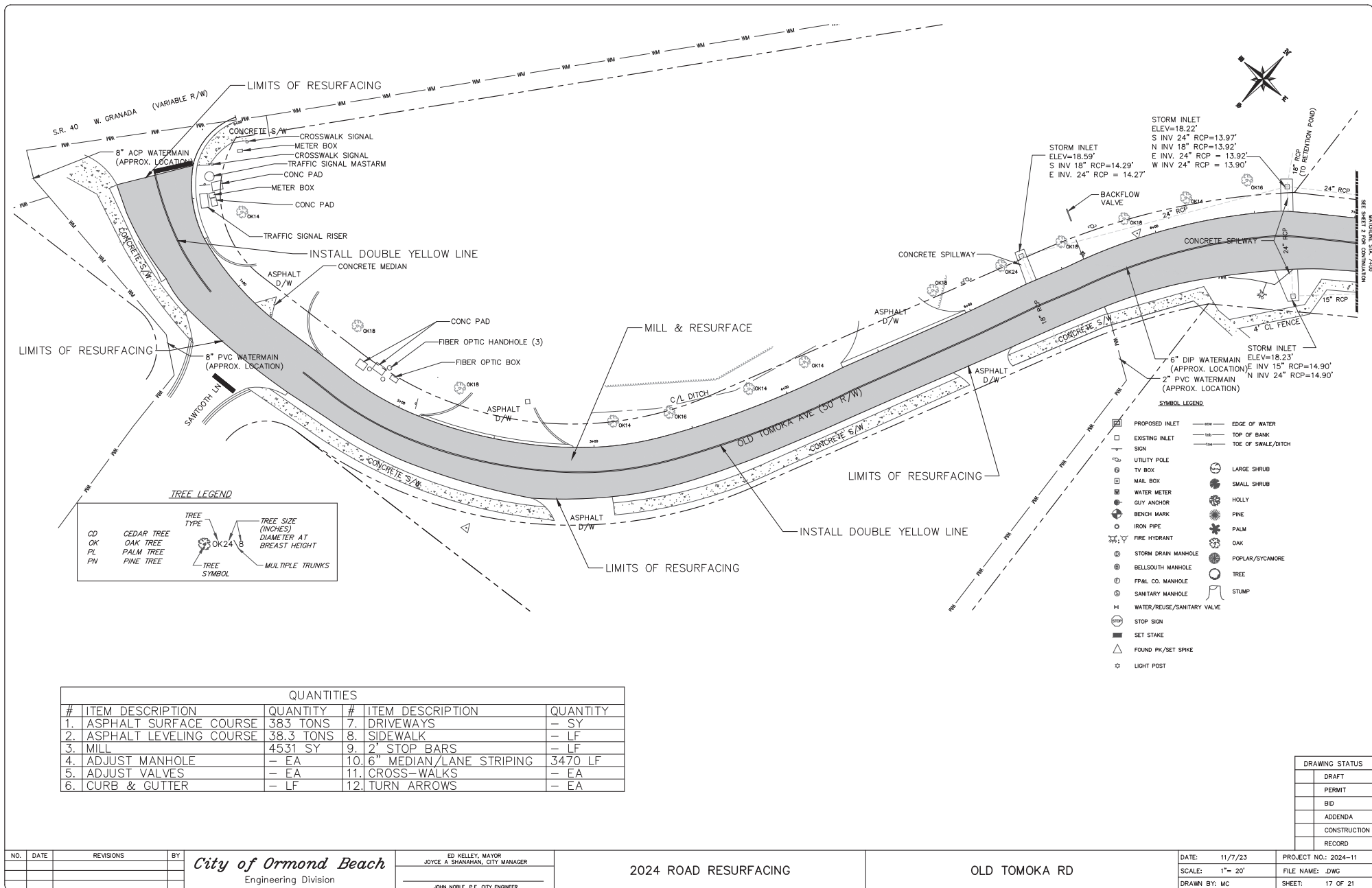
ALEX SCHUMANN P.E. CITY ENGINEER

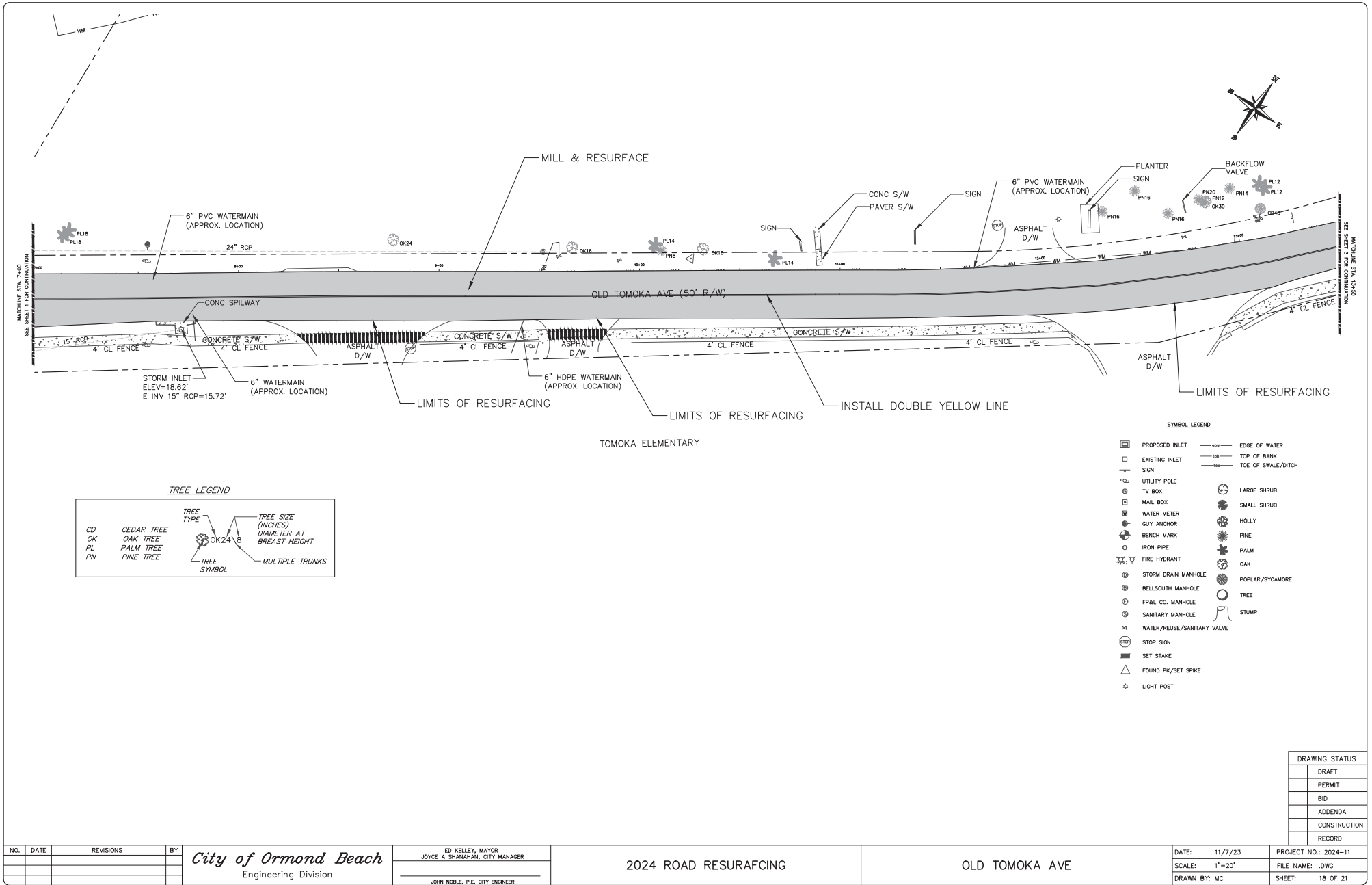
2024 ROAD RESURFACING

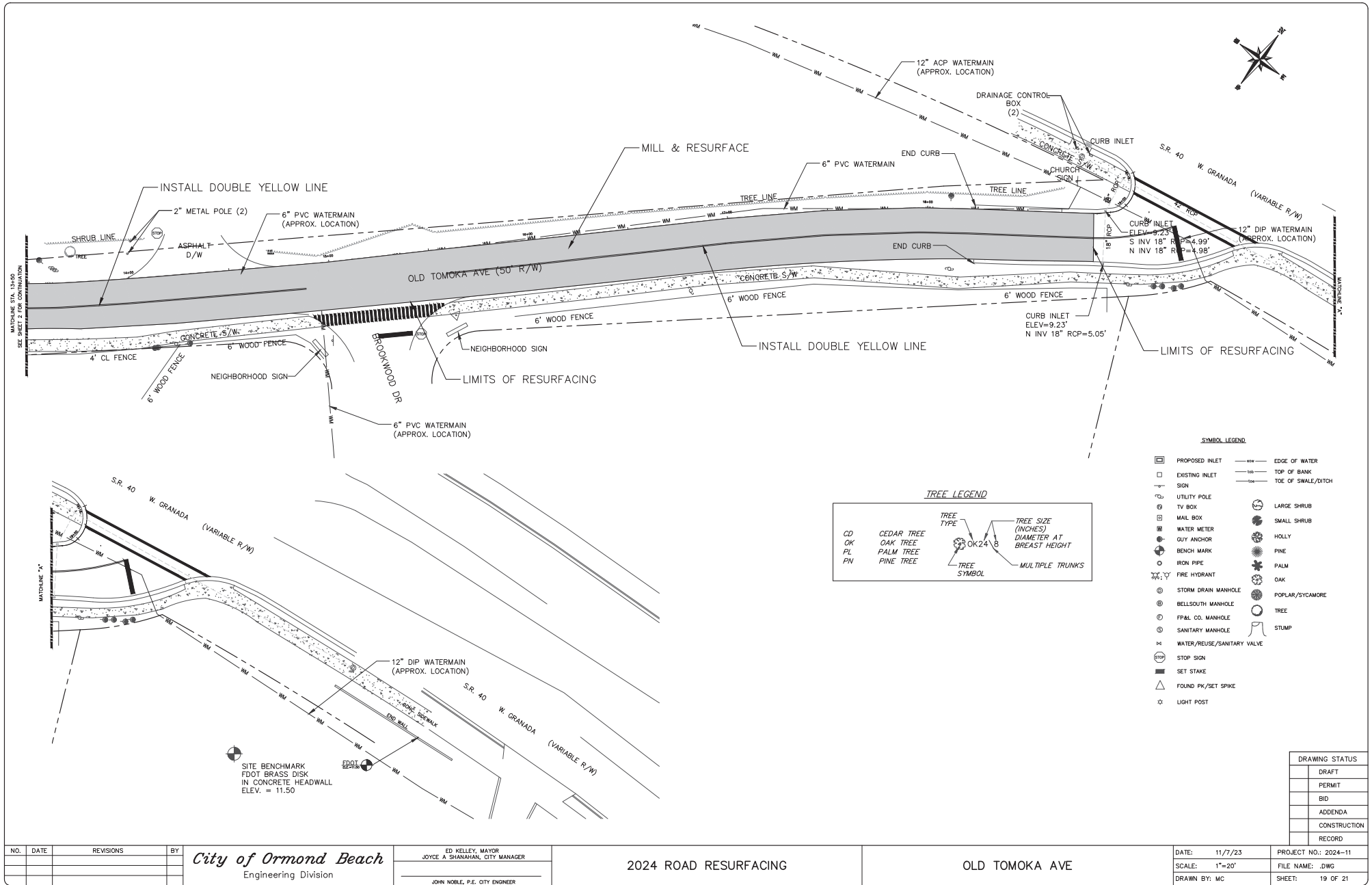
WANDERING OAKS DR

DATE: 11/7/23
SCALE: 1"=40'
DRAWN BY: MC

PROJECT NO.: 2024-11
FILE NAME:
SHEET: 16 of 21







NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

ED KELLEY, MAYOR
JOYCE A SHANAHAN, CITY MANAGER

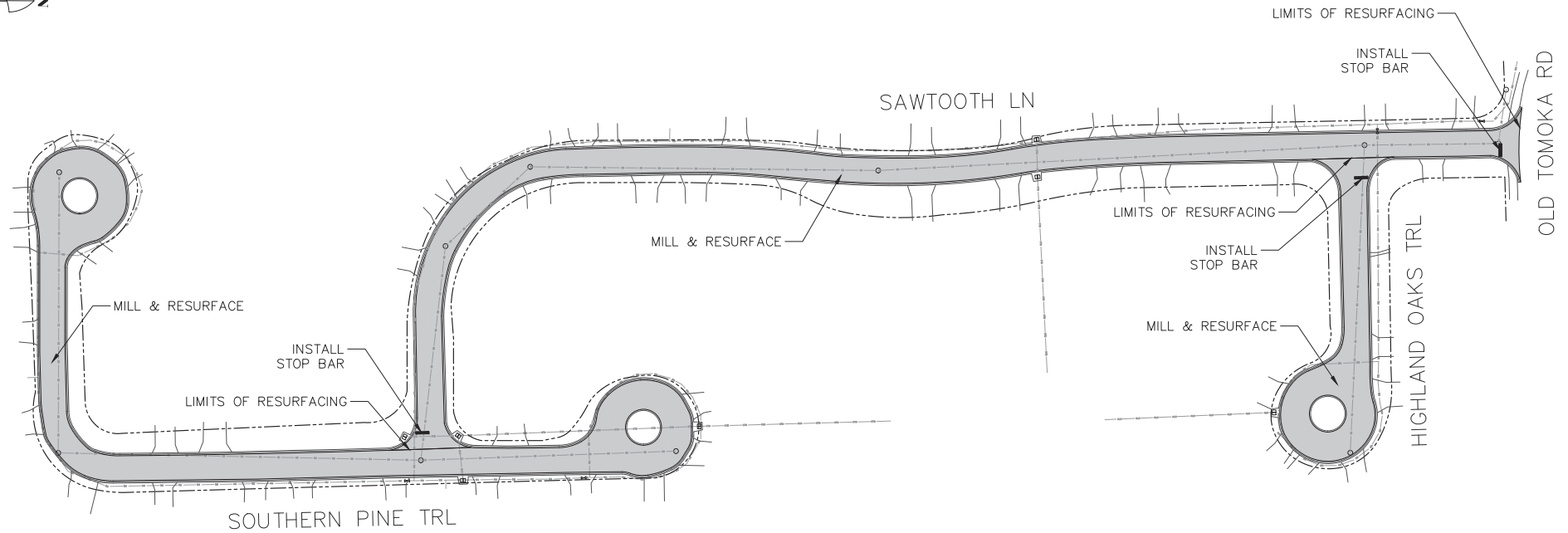
JOHN NOBLE, P.E. CITY ENGINEER

2024 ROAD RESURFACING

OLD TOMOKA AVE

DATE: 11/7/23	PROJECT NO.: 2024-11
SCALE: 1"=20'	FILE NAME: .DWG
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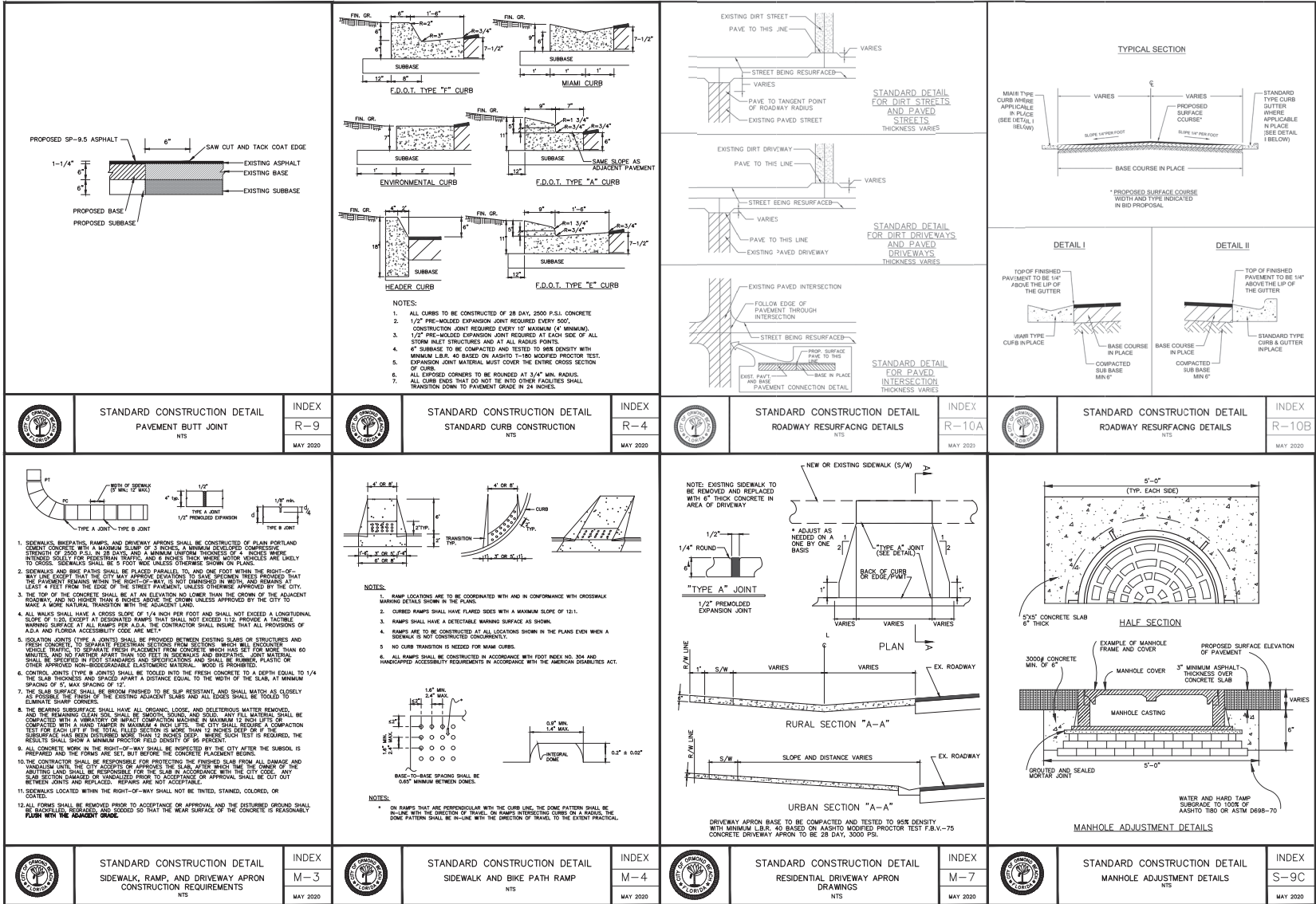
QUANTITIES – SOUTHERN PINE TRL			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	185 TONS	7.
2.	ASPHALT LEVELING COURSE	18.5 TONS	8.
3.	MILL	2191 SY	9.
4.	ADJUST MANHOLE	– EA	10.
5.	ADJUST VALVES	– EA	11.
6.	CURB & GUTTER	– LF	12.

QUANTITIES – SAWTOOTH LN			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	217 TONS	7.
2.	ASPHALT LEVELING COURSE	21.7 TONS	8.
3.	MILL	2567 SY	9.
4.	ADJUST MANHOLE	– EA	10.
5.	ADJUST VALVES	– EA	11.
6.	CURB & GUTTER	– LF	12.

QUANTITIES – HIGHLAND OAKS TRL			
#	ITEM DESCRIPTION	QUANTITY	#
1.	ASPHALT SURFACE COURSE	81 TONS	7.
2.	ASPHALT LEVELING COURSE	8.1 TONS	8.
3.	MILL	955 SY	9.
4.	ADJUST MANHOLE	– EA	10.
5.	ADJUST VALVES	– EA	11.
6.	CURB & GUTTER	– LF	12.

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NO.		DATE	REVISIONS	BY	City of Ormond Beach		BILL PARTINGTON, MAYOR		2024 ROAD RESURFACING		ALTERNATE – SAWTOOTH LN, SOUTHERN PINE TRL, HIGHLAND OAKS TRL		DATE:	11/7/23	PROJECT NO.:	2024-11
					Engineering Division		JOYCE SHANAHAN, CITY MANAGER						SCALE:	1"=40'	FILE NAME:	
							ALEX SCHUMANN P.E. CITY ENGINEER						DRAWN BY:	MC	SHEET:	20 of 21



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NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division		BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN P.E. CITY ENGINEER		2024 ROAD RESURFACING		DETAILS		DATE:	11/7/23	PROJECT NO.:	2024-11
												SCALE:	N.T.S.	FILE NAME:	
												DRAWN BY:	MC	SHEET:	21 of 21



City of Ormond Beach AGENDA ITEM

January 23, 2024 - 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 - Neptune Meters		
Summary:	The following contract has a pricing modification: Water Meter Purchasing Agreement (Sole Source) - Ferguson Waterworks, Inc (Neptune Meters) The City previously standardized its water meter products to those manufactured by Neptune Technology Group, Inc. (Neptune) and purchased meters from 2001 through 2006 in accordance with a piggyback agreement of a competitively bid meter purchasing agreement with Sunstate Meter & Supply, Inc. (sole source provider of Neptune products in Florida) as referenced by Resolution No. 2004-211. The purchase of Neptune meter products continued as a sole source purchase agreement with Sunstate Meter & Supply, Inc., of Newberry, Florida in 2006 and again in 2008 with vendor requested pricing adjustments requested at various times and as referenced in Res Nos. 2006-265 and 2008-35. Res No. 2008-35 provided for a 1 year period beginning Jan 2008, and automatically renews for successive 1 year terms unless terminated by the parties with 30 days prior written notice. To date, the agreement continues to appropriately serve the interests of both parties. In 2022, Sunstate Meter & Supply, Inc. was purchased by Ferguson Waterworks, Inc., which is the only authorized Neptune dealer in Florida. Ferguson Waterworks, Inc. has been a satisfactory vendor for other parts and accessories. The vendor submitted a proposed cost sheet for the 2024 calendar period with modified pricing from the 2023 calendar period. Based on the vendor's satisfactory service levels and current City meter equipment standardization practices with Neptune products, staff		

	intends to renew this sole source agreement (with pricing modification) for an additional year, until Nov 1, 2024.
Financial Impact:	Allocation of \$90,000 is included in the Capital Improvement Plan (CIP), Fund 409 - Water and Wastewater System Improvements for new meter installation.
Citizen Impact:	Annual review and renewal of existing contracts that effectively support critical city operations promotes consistent and efficient delivery of services for the public good.
Recommended Action (Staff, Advisory Board and/or Other):	This serves as public notification of the intent to renew the aforementioned contract, unless otherwise directed by the City Commission.
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305
Attachments:	1. Sunstate 2008-35 renewed to Dec 2021 (long vs) 2. 2024 Neptune Price list 3. 2024 Neptune Sole Source
Approval:	Kelly McGuire, Finance Director 12/18/2023 Claire Whitley, Assistant City Manager 12/27/2023 Joyce Shanahan, City Manager 12/28/2023



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: October 6, 2020
Subject: Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source

Commission Goal: Water Quality and Environment - Other

Introduction

This is a disposition item notifying the City Commission of staff's intent to automatically renew a water meter purchasing agreement with Sunstate Meter & Supply, Inc. for the 2021 calendar year.

Background

Several of the City's contracts allow for automatic renewal after the initial term of the contract. For contracts with annual renewal terms in excess of \$25,000, notification of the intent to renew is provided to the City Commission.

Discussion

The following contracts are approaching their renewal date:

Water Meter Purchasing Agreement (Sole Source) Sunstate Meter & Supply, Inc. (Neptune Meters)

The City of Ormond Beach previously standardized its water meter products to those manufactured by Neptune Technology Group, Inc. ("Neptune") and purchased meters from 2001 through 2006 in accordance with a piggy-back agreement of a competitively bid meter purchasing agreement with Sunstate Meter & Supply, Inc. (sole source provider of Neptune products in Florida) as referenced by Resolution No. 2004-211. The purchase of Neptune meter products continued as sole source purchase agreements with Sunstate Meter & Supply, Inc., of Newberry, Florida in 2006 and again in 2008 with vendor requested pricing adjustments requested at various times and as referenced in Resolution Nos. 2006-265 and 2008-35.

The vendor provided a proposed cost sheet for the 2021 calendar period identical to the previously approved agreement for the 2020 calendar period. The current agreement contains a wide range of standardized metering devices used by the City to include scheduled and emergency delivery timing requirements. The vendor continues to proficiently support the City's meter procurement needs within desired delivery time frame.

The current agreement was established under Resolution No. 2008-35 for a one (1) year period beginning in January 2008 and automatically renews for successive one (1) year terms unless terminated by the parties with thirty (30) days prior written notice. A copy of the resolution is attached for reference. To date, the agreement continues to appropriately serve interests of both parties. Based on the vendor's satisfactory service levels and current City meter equipment standardization practices with Neptune products, staff intends to renew this sole source agreement with Sunstate Meter & Supply, Inc. for an additional year until December 31, 2021.

Budget Impact

An allocation of \$400,000 is contained in the Capital Improvement Plan (CIP), Fund 409 Water and Wastewater Renewal & Replacement, including \$310,00 for City-wide meter replacement and \$90,000 for new meter installation. Capital improvements and operating funds for current and near-term future fiscal year budgets support the vendor meter equipment purchases from Sunstate Meter & Supply, Inc. for typical meter installation requests by developers and homeowners along with metering equipment purchases for the multi-year meter replacement project recently authorized by the City Commission. Chapter 1, Article IV, Section 1-28 of the City's Land Development Code contains current City Utility Installation Fee Schedules for residential and commercial connections. The current schedule illustrates costs for all meters at actual material cost and where applicable, labor cost as well. Typically, all commercial meter installations are performed by the developer's contractor and the City charges the cost of the meter purchase to the owner/ developer.

Citizen Impact

Annual review and renewal of existing contract agreements that successfully serve the interests of both parties promotes consistent and efficient procurement of necessary materials and services for the public good.

Recommendation

To date, this agreement continues to appropriately serve the interests of both parties. This item serves as public notification of the intent to renew the aforementioned contract, unless otherwise directed by the City Commission.

Attachments:

- Ormond Beach - Sole Source Neptune 2021 Term (PDF)
- Ormond Beach 2021 Term Neptune Meter Pricing (PDF)
- Reso2008-35 Sunstate Meters (PDF)

REVIEWED BY:
Kelly McGuire, Finance Director 9/29/2020
Claire Whitley, Assistant City Manager 9/29/2020**APPROVED BY:**
Joyce A. Shanahan, City Manager 9/30/2020



August 26, 2020

Mr. Roger M. Smith, P.E.
Utilities Engineer
City of Ormond Beach
501 N. Orchard St.
Ormond Beach, Fl. 32174

Mr. Smith,

Please note that Sunstate Meter and Supply, Inc., is the sole authorized Neptune Distributor with a resell supply agreement in the State of Florida.

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

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

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

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

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

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

*"Florida's Leading Distributor of Automated Meter Reading Systems"***Phone: 352.332.7106****Fax: 352.332.5604****8.I.b**

August 26, 2020

Mr. Roger M. Smith, P.E.
 Utilities Engineer
 City of Ormond Beach
 501 N. Orchard St.
 Ormond Beach, FL 32174
 Email: Roger.Smith@ormondbeach.org

RE: CONTRACT PRICING – NEPTUNE WATER METERS - 2021 Term

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 PB Meter Complete W/R900i Pit Gal. Reg.	\$202.05
Neptune, 5/8"x3/4" T10 Double Check Backflow Meter Complete W/R900i Pit Gal. Reg.	\$336.73
Neptune, 3/4"x3/4" T10 Meter Complete W/R900i Pit Gal. Reg.	\$242.34
Neptune, 1" T10 Meter Complete W/R900i Pit Gal. Reg.	\$252.04
Neptune, 1 1/2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$444.00
Neptune, 2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$584.00
Neptune, 1 1/2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$613.86
Neptune, 2" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$685.71
Neptune, 3" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,012.25
Neptune, 4" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$1,477.97
Neptune, 6" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$2,659.18
Neptune, 8" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$4,192.85
Neptune, 10" HP Turbine Meter Complete W/R900i Pit Gal. Reg.	\$5,613.26
Neptune, 3" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$1,967.00
Neptune, 4" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$2,473.00
Neptune, 6" Tru Flo Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$3,746.00

Attachment: Ormond Beach 2021 Term Neptune Meter Pricing (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole


Sunstate Meter & Supply, Inc.

14001 W. Newberry Road, Newberry, FL 32669

"Florida's Leading Distributor of Automated Meter Reading Systems"
Phone: 352.332.7106
Fax: 352.332.5604

Neptune, 4"x1" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i Pit Gal. Reg.'s	\$6,980.00
Neptune, 6" x 1 1/2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$9,631.00
Neptune, 8" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$11,398.00
Neptune, 10" x 2" HPPIIS Stainless Steel Fire Service Compound Meter Complete W/R900i RF Ecoders/MIU's	\$15,136.00
Neptune, 2" Coated Flanged Meter Strainer	\$237.75
Neptune, 3" Coated Flanged Meter Strainer	\$406.12
Neptune, 4" Coated Flanged Meter Strainer	\$520.40
Neptune, 6" Coated Flanged Meter Strainer	\$913.32
Neptune, 8" Coated Flanged Meter Strainer	\$1,826.53
Neptune, 10" Coated Flanged Meter Strainer	\$2,924.48
Neptune, R900 Replacement Pit Coax Antenna Only	\$45.91
Neptune, R900i Pit Gallon Register Only	\$170.40
Neptune, 5/8"x3/4" Mach 10 R900i Water Meter	\$280.00
Neptune, 3/4"x3/4" Mach 10 R900i Water Meter	\$290.00
Neptune, 1" Mach 10 R900i Water Meter	\$360.00
Neptune, 1 1/2" Mach 10 R900i Water Meter	\$706.00
Neptune, 2" Mach 10 R900i Water Meter	\$840.00
Neptune, 3" Mach 10 R900i Water Meter	\$1,967.00
Neptune, 4" Mach 10 R900i Water Meter	\$2,473.00
Neptune, 6" Mach 10 R900i Water Meter	\$3,746.00

Optional Purple "RECLAIMED" Trim Option Any Meter Register – No Charge
R900i Registers available as Ecoder or ProCoder model – same price.

Price Term: 1/1/2021 – 12/31/2021

Freight: Allowed – FOB: City of Ormond Beach

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

Respectfully submitted,

Jeff Kimbrough

Director of Sales

Sunstate Meter & Supply, Inc.

Phone: 352-516-9791

 Email: jeff@kimbroughsales.com

CC: Denise Roper and Shawn Finley/City of Ormond Beach

FILE
SUNSTATE METERS
OR RESOLUTION
FILES 2008

8.I.c

RESOLUTION NO. 2008-35

A RESOLUTION AUTHORIZING THE SOLE SOURCE PROCUREMENT OF WATER METERS FROM SUNSTATE METER & SUPPLY, INC.; AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH SUNSTATE METER & SUPPLY, INC., AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the Utilities Manager and appropriate staff have determined it to be in the economic interest of the City of Ormond Beach and the general public to purchase residential and commercial water meters for new customers as well as replacement meters for existing customers, and

WHEREAS, over the past seven years, the City has purchased all of its Neptune water meters from Sunstate Meter & Supply, Inc., and

WHEREAS, Sunstate Meter & Supply, Inc. manufactures the only Neptune water meters that are compatible with the City's existing water meters, and therefore, the equipment purchase is a sole source procurement pursuant to Section 2-300(g) of the *Code of Ordinances*, and

WHEREAS, the City's staff recommends the purchase of residential and commercial water meters from Sunstate Meter & Supply, Inc. as specified in the price quote which is incorporated in the agreement attached hereto and incorporated herein by reference, and

WHEREAS, the City Manager has certified that the funds necessary for the purchase of the water meters are available in the City's Water Renewal and Replacement Fund (409), and have not been appropriated for any other purpose, now therefore,

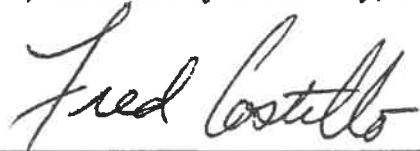
Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute the attached Agreement for the purchase and delivery of residential and commercial water meters from Sunstate Meter & Supply, Inc., under the terms and conditions set forth therein, and to pay the costs therefore from the Water Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED, this 15th day of January, 2008.



FRED COSTELLO
Mayor

ATTEST:



VERONICA PATTERSON
City Clerk

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

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 **Sunstate Meter & Supply, Inc.** ("Contractor"), a Florida corporation, 14001 W. Newberry Road, Newberry, FL 32669-2710, 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.** Contractor shall provide the equipment described on the Pricing Quote dated November 29, 2007, attached hereto as Exhibit "A" at the prices set forth therein. The Contractor shall fully comply with the terms and conditions described in the attached exhibit.
2. **Term.** This Agreement shall take effect on the date of execution by the parties, shall remain valid through December 31, 2009, and shall automatically renew for additional one (1) year periods unless either party provides thirty (30) days prior written notice to the other party of its intent not to renew the agreement. The City makes no representations or warranties, whether express or implied, regarding the specific quantity of water meters to be purchased from the Contractor during the term of this Agreement.
3. **Consideration.** Contractor shall prepare and submit invoices to the City at the address set forth in Paragraph 9 of this Agreement. Final payment will be made only after delivery of the equipment and completion of the City's final acceptance inspection. 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.** The Contractor shall furnish the equipment (water meters) described on Exhibit "A" as required by the City's Utilities Department. All meters must be able to read with equipment owned by the City. Contractor shall maintain minimum stock levels equal to 3-weeks annual average usage by the City, as determined by the Utilities Department. Contractor shall deliver orders complete, up to the minimum quality standards, within 5-working-days. Emergency deliveries shall be made within 24-hours of notification by the City. Contractor shall deliver the items described in any valid Purchase Orders issued by the City.
5. **Termination of Agreement.** The City reserves the right to terminate this Agreement with or without cause upon forty-five (45)-calendar days written notice to Contractor.
6. **Assignment.** This Agreement shall not be assignable by either party.

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
 Isaac D. Turner, City Manager
 (copy to City Attorney)
 22 South Beach Street
 Ormond Beach, FL 32174

Sunstate Meter & Supply, Inc.
 Keith Ellenburg, General Manager
 14001 W. Newberry Road
 Newberry, FL 32669

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. **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.

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 Contractor are not materially affected, altered or impaired as a result of said judicial declaration.
15. **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.
16. **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.
17. **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 16 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.
18. **Warranty.** The warranty and specifications for the water meters shall be as described in Exhibit "B" attached hereto and incorporated herein by reference.
19. **Representation by Contractor.** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or other compensation contingent upon or resulting from the award or making of this Agreement.
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 15th day of January, 2008.

Witnesses:

Veronica Patterson
Print Name: Veronica Patterson

Louis Toney
Print Name: Louis Toney

CITY OF ORMOND BEACH

By: Fred Costello
FRED COSTELLO
Mayor

By: Isaac D. Turner
ISAAC D. TURNER
City Manager

DATED this _____ day of _____, 2008.

Witnesses:

Print Name: _____

Print Name: _____

SUNSTATE METER & SUPPLY, INC.

By: _____
Print Name: _____
Title: _____

Attest: _____
Print Name: _____
Title: _____


Sunstate Meter & Supply, Inc.

14001 W. Newberry Road, Newberry, FL 32669

"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106

Fax: 352.332.5604

November 29, 2007

Ms. Kelly A. McGuire
Budget Director
City of Ormond Beach
P.O. Box 277
Ormond Beach, FL 32175-0277
Phone: 386-676-3226
Fax: 386-676-3330
Email: mcguire@ormondbeach.org

RE: CONTRACT PRICING - NEPTUNE WATER METERS 2008-2009

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 Meter Complete W/Direct Read Gallon Register	\$33.50
Complete W/Proread Gallon Encoder & Pad	\$83.50
Complete W/R900i RF Ecoder/MIU	\$188.50
Neptune, 5/8"x3/4" T10 Double Check Backflow Meter	
Complete W/Direct Read Gallon Register	\$144.25
Complete W/Proread Gallon Encoder & Pad	\$199.25
Complete W/R900i RF Ecoder/MIU	\$314.00
Neptune, 3/4"x3/4" T10 Meter Complete W/Direct Read Gallon Register	\$65.50
Complete W/Proread Gallon Encoder & Pad	\$120.50
Complete W/R900i RF Ecoder/MIU	\$235.65
Neptune, 1" T10 Meter Complete W/Direct Read Gallon Register	\$90.75
Complete W/Proread Gallon Encoder & Pad	\$129.50
Complete W/R900i RF Ecoder/MIU	\$235.00
Neptune, 1 1/2" T10 Meter Complete W/Direct Read Gallon Register	\$198.00
Complete W/Proread Gallon Encoder & Pad	\$260.50
Complete W/R900i RF Ecoder/MIU	\$381.00
Neptune, 2" T10 Meter Complete W/Direct Read Gallon Register	\$302.50
Complete W/Proread Gallon Encoder & Pad	\$368.00
Complete W/R900i RF Ecoder/MIU	\$499.00
Neptune, 1 1/2" HP Turbine Meter Complete W/Direct Read Gallon Register	\$405.00
Complete W/Proread Gallon Encoder & Pad	\$455.00
Complete W/R900i RF Ecoder/MIU	\$571.00

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

Sunstate Meter & Supply, Inc.

14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106

Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

Neptune, 2" HP Turbine Meter Complete W/Direct Read Gallon Register	\$487.00
Complete W/Proread Gallon Encoder & Pad	\$523.00
Complete W/R900i RF Ecoder/MTU	\$639.00
Neptune, 3" HP Turbine Meter Complete W/Direct Read Gallon Register	\$580.00
Complete W/Proread Gallon Encoder & Pad	\$676.00
Complete W/R900i RF Ecoder/MTU	\$755.00
Neptune, 4" HP Turbine Meter Complete W/Direct Read Gallon Register	\$1,186.00
Complete W/Proread Gallon Encoder & Pad	\$1,295.00
Complete W/R900i RF Ecoder/MTU	\$1,376.00
Neptune, 6" HP Turbine Meter Complete W/Direct Read Gallon Register	\$2,222.00
Complete W/Proread Gallon Encoder & Pad	\$2,394.00
Complete W/R900i RF Ecoder/MTU	\$2,476.00
Neptune, 8" HP Turbine Meter Complete W/Direct Read Gallon Register	\$3,665.00
Complete W/Proread Gallon Encoder & Pad	\$3,822.00
Complete W/R900i RF Ecoder/MTU	\$3,904.00
Neptune, 10" HP Turbine Meter Complete W/Direct Read Gallon Register	\$5,077.00
Complete W/Proread Gallon Encoder & Pad	\$5,144.00
Complete W/R900i RF Ecoder/MTU	\$5,226.00
Neptune, 2" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,153.00
Complete W/R900i RF Ecoder/MTU's	\$1,483.00
Neptune, 3" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,373.75
Complete W/R900i RF Ecoder/MTU's	\$1,703.75
Neptune, 4" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,968.00
Complete W/R900i RF Ecoder/MTU's	\$2,188.00
Neptune, 6" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$3,138.00
Complete W/R900i RF Ecoder/MTU's	\$3,468.00
Neptune, 6"x8" Tru Flo Cmpd Meter Complete W/Proread Gal Encoders & Pad	\$5,336.00
Complete W/R900i RF Ecoders/MTU's	\$5,665.00
Neptune, 4"x1" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$5,050.00
Complete W/R900i RF Ecoder/MTU's	\$5,360.00
Neptune, 6" x 1 1/2" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$5,773.00
Complete W/R900i RF Ecoders/MTU's	\$6,082.00

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

Sunstate Meter & Supply, Inc.

14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106

Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

Neptune, 8" x 2" HPPM Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$8,145.00
Complete W/R900i RF Ecoders/MIU's	\$8,453.00
Neptune, 10" x 2" HPPM Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$11,340.00
Complete W/R900i RF Ecoders/MIU's	\$11,649.00
Neptune, 2" Bronze Flanged Meter Strainer	\$233.00
Neptune, 3" Bronze Flanged Meter Strainer	\$398.00
Neptune, 4" Bronze Flanged Meter Strainer	\$510.00
Neptune, 6" Bronze Flanged Meter Strainer	\$898.00
Neptune, 8" Bronze Flanged Meter Strainer	\$1,790.00
Neptune, 10" Epoxy Coated Flanged Meter Strainer	\$2,866.00
Neptune, R900 Wired Pit MIU Complete W/Antenna	\$110.00
(to convert wired Proread meters to R900 RF read - any size)	
Neptune, R900 Replacement Pit Coax Antenna Only	\$45.00
Neptune, R900i Wireless Ecoder/RF MIU	\$159.00
(to convert any Neptune meter to R900i "wireless" system - any size)	
Price Adder - Optional "Reclaimed" Purple Trim & Markings (per register)	\$3.00
Neptune, 3" Portable Fire Hydrant Meter Complete W/Direct Read Gallon	\$735.00
Register, Hydrant Connections, & Gate Valve	
Neptune, Proread Register Upgrade to R900i Integrated Ecoder/Transmitter	\$119.00
(Requires trade-in of existing Proread Register)	
Neptune, Proread Register Wired to R900 MIU Upgrade to R900i Integrated	\$99.00
Ecoder/Transmitter (requires trade-in of existing Proread register and wired MIU)	

Pricing valid: 1/1/08 - 12/31/09

Freight: Allowed

I hope this quotation meets with your approval. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,



Keith Ellenburg

General Manager

Sunstate Meter & Supply, Inc.

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

Neptune Certificate of Warranty Neptune Fire Service Water Meters

1. Terms of Limited Warranty.

With respect to its Neptune Fire Service Cold Water Meters, which include: (1) the HP PROTECTUS® III Meter and; (2) HP Fire Service Turbine; and (3) Neptune Fire Hydrant Meter, Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Neptune Fire Service Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune authorized distributor of Neptune Fire Service Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

(a) Registers.

Standard, roll sealed registers of the Neptune Fire Service Cold Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Neptune Fire Service Water Meters Pulsar RM remote is warranted for 1 year from Date of Shipment. The ARB and Profread™ (ARB VI) system registers are warranted for 10 years from Date of Shipment. All Profread encoder receptacles shipped after January 1, 2001 shall be warranted for five years from Date of Shipment. All other components and parts are covered under the Neptune standard one year material and workmanship guarantee.

(b) Meter accuracy for Neptune Fire Service Cold Water Meters.

Neptune Fire Service Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. Warranty Return.

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

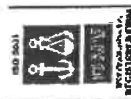
3. Warranties are exclusive.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

WFSRESVCE04.DS



NEPTUNE
TECHNOLOGY GROUP INC.



4. Damages limited to costs of replacement and repair.

If the Neptune Fire Service Cold Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Neptune Fire Service Cold Water Meter or part thereof, provided that (a) the Neptune Fire Service Cold Water Meter is delivered to Neptune, (b) the Neptune Fire Service Cold Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Neptune Fire Service Cold Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective Neptune Fire Service Cold Water Meter or damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. Warranties are inapplicable under certain conditions.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Neptune Fire Service Cold Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Neptune Fire Service Cold Water Meter's ability of performance, including but not limited to: misuse; improper handling, application, or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Neptune Fire Service Cold Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING CERTIFICATE OF LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W FRESERVICE04.06



ProRead™/E-Coder® Encoder Warranty Statement

ARB® Utility Management Systems™

Products Covered

This warranty shall apply to both the ProRead Absolute Encoder and E-Coder Solid State Absolute Encoder Registers, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

Materials and workmanship

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder quick install guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. THIS INCLUDES, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY; OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W ENCODER 06.07



NEPTUNE
TECHNOLOGY GROUP INC.



Encoder Compatibility Guarantee

ARB® Utility Management Systems™

Automatic Reading and Billing (ARB®) System (ARB V, ProRead™, and E-Coder®)

With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

GUARANTEE OF COMPATIBILITY

The Pocket ProReader RF, Advantage Probe, R900®, E-Coder/R900j™, DAP handhelds (PC9300, 9800 & CE5320X) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320X), Neptune will guarantee that the meter reading obtained will match the mechanical odometer reading, or Neptune will pay the difference at the rate currently in force.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-Coder where the R900 reads the E-Coder every 15 minutes, Neptune will guarantee the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-Coder/R900j where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update. If the electronic reading on the handheld device is less than the odometer reading, Neptune will pay the difference at the rate currently in force.

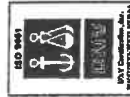
Damage Guarantee

The Pocket ProReader RF, Advantage Probe, R900, E-Coder/R900j, DAP handhelds (PC9300 & 9800, CE5320X) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320X) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.

If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallahassee, Alabama 36078.

IF A NEPTUNE WATER METER FAILS AN ACCURACY TEST DURING AN APPLICABLE WARRANTY PERIOD, IT MAY BE RETURNED TO NEPTUNE FOR REPAIR OR REPLACEMENT AT NEPTUNE'S OPTION. AN ACCURACY TEST SHALL BE CONDUCTED BY THE CUSTOMER ACCORDING TO AWWA STANDARDS. IF FOREIGN MATERIAL CAUSES THE METER NOT TO PERFORM APPROPRIATELY, ALL SUCH MATERIAL SHALL BE REMOVED PRIOR TO THE CUSTOMER CONDUCTING THE TEST. ANY METER BEING RETURNED FOR REPAIR TO NEPTUNE UNDER THIS PERFORMANCE GUARANTEE MUST BE RETURNED WITH A COPY OF THE CUSTOMER'S TEST RESULTS. IF THE METER IS RETURNED TO NEPTUNE WITHOUT A COPY OF THE TEST RESULTS OR IF NEPTUNE'S FACTORY TEST SHOWS THE METER TO MEET CURRENT AWWA STANDARDS THE CUSTOMER WILL BE CHARGED A NOMINAL TESTING FEE BY NEPTUNE IN SUCH CASES. NEPTUNE WILL REPAIR OR REPLACE THE METER AT NEPTUNE'S OPTION AFTER THE METER HAS BEEN TESTED BY NEPTUNE. METERS REPAIRED OR REPLACED UNDER THE PERFORMANCE GUARANTEE WILL BE GUARANTEED TO PERFORM TO AWWA REPAIRED METER ACCURACY STANDARDS. THIS GUARANTEE IS VOID IF COMPONENTS HAVE NOT BEEN MAINTAINED OR INSTALLED ACCORDING TO NEPTUNE INSTALLATION AND MAINTENANCE GUIDELINES, OR ARE OTHERWISE DAMAGED OR DEFECTIVE. THE ACCURACY GUARANTEE WILL NOT APPLY WHERE A PROPERLY FORMATTED ELECTRONIC METER READING CANNOT BE OBTAINED. ON SIX DIGIT ENCODERS, THE LAST DIGIT WILL BE DISPLAYED ONLY AS A 0 OR 5 WHEN READ REMOTELY. AS PART OF THE ENCODER TECHNOLOGY, THE ELECTRONIC READING FROM THE R900 IS GUARANTEED TO MATCH THE READING ON THE ENCODER REGISTER UPON MANUAL ACTIVATION OF THE R900 WITH A MAGNET TO FORCE AN IMMEDIATE READ AND TRANSMISSION (ONE PER HOUR). SYSTEM DAMAGE AS A RESULT OF VANDALISM OR ACTS OF GOD ARE NOT COVERED. ADDITIONAL WARRANTIES MAY ALSO APPLY TO INDIVIDUAL SYSTEM COMPONENTS. NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W/ ENCODER 06.07



Neptune Certificate of Warranty Neptune T-10, HP Turbine, Tru/Flo® Compound Cold Water Meters

1. Terms of Limited Warranty.

With respect to its Neptune T-10, HP TURBINE, TRU/FLO COMPOUND Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 1/1/92.

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of 18 months from the Date of Shipment, or 12 months from date of installation, free from manufacturing defects in workmanship and material.

- (a) **Maincase.** The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.
- (b) **Frost Protection.** All Neptune T-10 Cold Water Meters shipped with a synthetic polyurethane or cast iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of 10 years.
- (c) **Registers.** Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of 10 years. The performance of the Water Meters Pulse RMI remote is guaranteed for 1 year from Date of Shipment. The ARB®, ProRead™ (ARB VII), and E-Coder™ (ARB VII) system registers are warranted for 10 years from Date of Shipment. All ProRead encoder replacements shipped after January 1, 2001 shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one year material and workmanship guarantee.
- (d) **Meter Accuracy for Neptune T-10.** Neptune T-10 Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.
- (e) **Meter accuracy for HP Turbine and TRU/FLO.** The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment to American Water Works Association ("AWWA") accuracy standards for new water meters.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
5/8" & 5/8" x 3/4"	1/8 US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
3/4"	1/4 US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	3/8 US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 1/2"	3/4 US gpm @ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

WM METER 04.08



2. Warranty Return.

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such material shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. Warranties are exclusive.

THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

4. Damages limited to costs of replacement and repair.

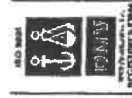
If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. Warranties are inapplicable under certain conditions.

The warranties set forth in this Certificate of Limited Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse, improper handling, application or installation; excessive operating conditions; foreign materials in the water, aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Limited Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Limited Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this certificate of Limited Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W/ METER OR US



E-Coder)R900i Warranty Statement

E-CODER) R900i

ARIES Utility Management Systems™

I. Integrated E-Coder and R900 meter interface unit (IMIU)

Neptune Technology Group Inc. warrants that the a fully integrated self-contained solid state absolute encoder register and a radio frequency meter interface unit shall be free from defects in manufacture and design for a period of twenty (20) years for the electronics from the "date of shipment" (such period being the "Warranty Period"). Neptune shall not be responsible for any defects in the E-Coder/R900i (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing E-Coder/R900i free of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table.

II. Integrated E-Coder and R900 meter interface unit (IMIU) batteries

Neptune warrants that any Neptune-supplied batteries installed in the fully integrated self-contained solid state absolute encoder register and a radio frequency meter interface unit (the "Batteries") shall be free from defects in manufacture and design for a period of twenty (20) years from the "date of shipment" (such period being the "Battery Warranty Period"). Neptune shall not be responsible for any defects in, or failure of, batteries (whether due to design, materials, manufacture, or otherwise) which occur after the expiration of the Battery Warranty Period. Neptune will repair or replace a non-performing E-Coder/R900i Battery free of charge for the first ten (10) years and at a prorated replacement cost of the current list price during the remaining ten (10) years per the table:

Year of Failure	Battery Replacement Cost*
1 - 10	Full Replacement
11	30%
12	35%
13	40%
14	45%
15	50%
16	55%
17	60%
18	65%
19	70%
20	75%

* Replacement cost percentages will be applied towards published parts list prices in effect for the year product is accepted by Neptune under warranty conditions. Replacement batteries are warranted for one (1) year after date of shipment or balance of original battery warranty, whichever is greater.

III. Warranties are inapplicable under certain conditions

This warranty does not include field replacement labor or materials costs, which are the responsibility of the utility. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune meter registers and components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to E-Coder/R900i installation manual and quick install guides). This warranty does not apply to any MIU that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the E-Coder/R900i/MIU's ability of performance, including but not limited to: misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY FOR THE MIU AND NEPTUNE-SUPPLIED BATTERY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE E-Coder/R900i/MIU AND NEPTUNE-SUPPLIED BATTERY. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE MIU AND NEPTUNE-SUPPLIED BATTERY ARE HEREBY EXPRESSLY EXCLUDED. THIS INCLUDES, WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH AN MIU OR NEPTUNE-SUPPLIED BATTERY AFTER THIS POINT ARE BUYER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY); OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO. AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

W ECD0ER900i 04.05



NEPTUNE
TECHNOLOGY GROUP INC.





Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106

Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

November 29, 2007

Ms. Kelly A. McGuire
Budget Director
City of Ormond Beach
P.O. Box 277
Ormond Beach, Fl. 32175-0277
Phone: 386-676-3226
Fax: 386-676-3330
Email: mcguire@ormondbeach.org

RE: CONTRACT PRICING – NEPTUNE WATER METERS 2008-2009

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 Meter Complete W/Direct Read Gallon Register	\$33.50
Complete W/Proread Gallon Encoder & Pad	\$83.50
Complete W/R900i RF Ecoder/MIU	\$188.50
Neptune, 5/8"x3/4" T10 Double Check Backflow Meter	
Complete W/Direct Read Gallon Register	\$144.25
Complete W/Proread Gallon Encoder & Pad	\$199.25
Complete W/R900i RF Ecoder/MIU	\$314.00
Neptune, 3/4"x3/4" T10 Meter Complete W/Direct Read Gallon Register	\$65.50
Complete W/Proread Gallon Encoder & Pad	\$120.50
Complete W/R900i RF Ecoder/MIU	\$235.65
Neptune, 1" T10 Meter Complete W/Direct Read Gallon Register	\$90.75
Complete W/Proread Gallon Encoder & Pad	\$129.50
Complete W/R900i RF Ecoder/MIU	\$235.00
Neptune, 1 1/2" T10 Meter Complete W/Direct Read Gallon Register	\$198.00
Complete W/Proread Gallon Encoder & Pad	\$260.50
Complete W/R900i RF Ecoder/MIU	\$381.00
Neptune, 2" T10 Meter Complete W/Direct Read Gallon Register	\$302.50
Complete W/Proread Gallon Encoder & Pad	\$368.00
Complete W/R900i RF Ecoder/MIU	\$499.00
Neptune, 1 1/2" HP Turbine Meter Complete W/Direct Read Gallon Register	\$405.00
Complete W/Proread Gallon Encoder & Pad	\$455.00
Complete W/R900i RF Ecoder/MIU	\$571.00

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

**Sunstate Meter & Supply, Inc.**

14001 W. Newberry Road, Newberry, FL 32669

Phone: 352.332.7106

Fax: 352.332.5604

"Florida's Leading Distributor of Automated Meter Reading Systems"

Neptune, 2" HP Turbine Meter Complete W/Direct Read Gallon Register	\$487.00
Complete W/Proread Gallon Encoder & Pad	\$523.00
Complete W/R900i RF Ecoder/MIU	\$639.00
Neptune, 3" HP Turbine Meter Complete W/Direct Read Gallon Register	\$580.00
Complete W/Proread Gallon Encoder & Pad	\$676.00
Complete W/R900i RF Ecoder/MIU	\$755.00
Neptune, 4" HP Turbine Meter Complete W/Direct Read Gallon Register	\$1,186.00
Complete W/Proread Gallon Encoder & Pad	\$1,295.00
Complete W/R900i RF Ecoder/MIU	\$1,376.00
Neptune, 6" HP Turbine Meter Complete W/Direct Read Gallon Register	\$2,222.00
Complete W/Proread Gallon Encoder & Pad	\$2,394.00
Complete W/R900i RF Ecoder/MIU	\$2,476.00
Neptune, 8" HP Turbine Meter Complete W/Direct Read Gallon Register	\$3,665.00
Complete W/Proread Gallon Encoder & Pad	\$3,822.00
Complete W/R900i RF Ecoder/MIU	\$3,904.00
Neptune, 10" HP Turbine Meter Complete W/Direct Read Gallon Register	\$5,077.00
Complete W/Proread Gallon Encoder & Pad	\$5,144.00
Complete W/R900i RF Ecoder/MIU	\$5,226.00
Neptune, 2" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,153.00
Complete W/R900i RF Ecoder/MIU's	\$1,483.00
Neptune, 3" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,373.75
Complete W/R900i RF Ecoder/MIU's	\$1,703.75
Neptune, 4" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$1,968.00
Complete W/R900i RF Ecoder/MIU's	\$2,188.00
Neptune, 6" Tru Flo Compound Meter Complete W/Proread Gal Encoders & Pad	\$3,138.00
Complete W/R900i RF Ecoder/MIU's	\$3,468.00
Neptune, 6"x8" Tru Flo Cmpd Meter Complete W/Proread Gal Encoders & Pad	\$5,336.00
Complete W/R900i RF Ecoders/MIU's	\$5,665.00
Neptune, 4"x1" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$5,050.00
Complete W/R900i RF Ecoder/MIU's	\$5,360.00
Neptune, 6" x 1 1/2" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$5,773.00
Complete W/R900i RF Ecoders/MIU's	\$6,082.00

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)



Sunstate Meter & Supply, Inc.
14001 W. Newberry Road, Newberry, FL 32669

"Florida's Leading Distributor of Automated Meter Reading Systems"

Phone: 352.332.7106

Fax: 352.332.5604

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Neptune, 8" x 2" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$8,145.00
Complete W/R900i RF Ecoders/MIU's	\$8,453.00
Neptune, 10" x 2" HPPIII Fire Service Compound Meter	
Complete W/Proread Gal Encoders & Pad	\$11,340.00
Complete W/R900i RF Ecoders/MIU's	\$11,649.00
Neptune, 2" Bronze Flanged Meter Strainer	\$233.00
Neptune, 3" Bronze Flanged Meter Strainer	\$398.00
Neptune, 4" Bronze Flanged Meter Strainer	\$510.00
Neptune, 6" Bronze Flanged Meter Strainer	\$898.00
Neptune, 8" Bronze Flanged Meter Strainer	\$1,790.00
Neptune, 10" Epoxy Coated Flanged Meter Strainer	\$2,866.00
Neptune, R900 Wired Pit MIU Complete W/Antenna (to convert wired Proread meters to R900 RF read – any size)	\$110.00
Neptune, R900 Replacement Pit Coax Antenna Only	\$45.00
Neptune, R900i Wireless Ecoder/RF MIU (to convert any Neptune meter to R900i "wireless" system – any size)	\$159.00
Price Adder – Optional "Reclaimed" Purple Trim & Markings (per register)	\$3.00
Neptune, 3" Portable Fire Hydrant Meter Complete W/Direct Read Gallon Register, Hydrant Connections, & Gate Valve	\$735.00
Neptune, Proread Register Upgrade to R900i Integrated Ecoder/Transmitter (Requires trade-in of existing Proread Register)	\$119.00
Neptune, Proread Register Wired to R900 MIU Upgrade to R900i Integrated Ecoder/Transmitter (requires trade-in of existing Proread register and wired MIU)	\$99.00

Pricing valid: 1/1/08 – 12/31/09

Freight: Allowed

I hope this quotation meets with your approval. If you have any questions, please do not hesitate to contact me.

Respectfully submitted,

Keith Ellenburg
General Manager
Sunstate Meter & Supply, Inc.

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

**CITY MANAGER
MEMORANDUM**

TO: The Honorable Mayor Costello and City Commissioners

FROM: Isaac D. Turner, City Manager 

DATE: January 10, 2008

SUBJECT: Purchase of Water Meters

Introduction: This is a request to enter into a contract with Sunstate Meter and Supply, Inc., of Newberry, Florida, for the purchase of water meters.

Background: The Utilities Division purchases water meters for new customer accounts and for its water meter replacement program. For the past seven years, the City has purchased Neptune brand water meters from Sunstate Meter and Supply, Inc., of Newberry, Florida, under previous agreements. The City's current agreement with the supplier is expiring at the end of December 2007. Staff wishes to enter into a new agreement with Sunstate Meter and Supply for meeting the City's water meter needs.

Discussion: Water meters are purchased by the City for new and replacement installations for both residential and commercial applications. The City also programs replacement of residential meters exceeding ten (10) years in age.

The meter replacement program calls for the annual replacement of approximately 2,500 existing manual read residential meters with new touch read meters having radio read capability. The use of touch read meters increases the efficiency of meter reading as the meter reader uses a "wand" which allows for more than twice the number of meters to be read per period compared with manual read meters.

Additionally, radio read meters are specified and purchased for use on all new commercial accounts. The City also programs the replacement of existing meters with radio read meters for all commercial accounts located in high density areas and adjacent to the main traffic corridors. This program involves annual replacement of approximately 200 manual read meters with radio read meters. Radio read meters increase the efficiency of meter reading as the meter reader simply passes by the business in a vehicle and the meter reading is automatically taken. The number of "re-reads" due to meter inaccessibility or lenses disrepair is also reduced by the use of this technology.

Sunstate Meter and Supply, Inc., is not the only supplier of meters. There are several other meter brands in the marketplace. The City chose to standardize with the Neptune meter line six years ago due to price and Sunstate's compatibility guarantee that provides the City with assurances that meters and meter reading products will be

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)

The Honorable Mayor and City Commissioners
January 10, 2008
Page 2

compatible. No other meter manufacturer that we are aware of provides this guarantee. Sunstate is the sole distributor of Neptune meters in Florida.

Sunstate has provided good service, has met all obligations under the agreement that has recently expired, and staff wishes to enter into a similar agreement to continue purchase of the meters at the prices stated in their November 29, 2007, quotation, attached. The quotation includes a complete listing of all meters and sizes that the City purchases for all residential and commercial applications. Below is a cost comparison between the previous agreement and the proposed meter prices for residential meters which are the predominant size and type of meter the City purchases under this agreement.

METER	RESOLUTION #2006-265	CURRENT PROPOSED	DIFFERENCE	% change
¾" Manual Read	\$30.50	\$33.50	\$3.00	9.8%
¾" Touch Read	\$80.00	\$83.50	\$3.50	4.4%
¾" Radio Read*	\$184.75	\$188.50	\$3.75	2.0%

* per November 29, 2007 quote

Resolution #2006-265 provided a one year agreement and fixed pricing for calendar year 2007 and contained a renewal clause for two (2) additional one-year periods. The supplier has requested new pricing for calendar years 2008 and 2009 term thus requiring preparation of a new agreement. The new agreement illustrates a commitment by the supplier to fix the meter pricing for a two-year period and shall include a yearly renewal clause should the City desire to extend the understanding beyond the expiration period.

Attached is a sole source justification form for the purchase of these meters from Sunstate Meter & Supply, Inc.

Budget Impact: The budgetary impact of the price increase is estimated to be approximately \$12,000 annually. For FY 2007-08, the budget for meter replacements and new meter installations is \$307,000 and is funded through the Water & Wastewater Capital Improvement Fund.

Recommendation: It is recommended that the City enter into a new agreement with Sunstate Meter and Supply, Inc., for the purchase of water meters as described in their November 29, 2007, letter quotation.

Prepared by: David C. Ponitz, P.E., Utilities Manager
Reviewed by: Judy Sloane, P.E., Public Works Director

Attachment: Reso2008-35 Sunstate Meters (4466 : Auto Renew Contract - Neptune Meters (Sunstate Meter & Supply) Sole Source)



City of Ormond Beach

SOLE SOURCE JUSTIFICATION FORM

Requisition No.: _____ Date: December 18, 2007
 Vendor: Sunstate Meter and Supply, Inc. Cost: Varies according to meter
 Requested by: Ponitz/Russell Department: Public Works/Utilities

City Ordinance No. 2001-43, Supplement No. 72, establishes that a contract may be made without competition when the department head or division manager certifies to the purchasing agent or the finance director's designee in writing that after conducting a good faith review of available sources, that there is only one (1) source for the required item(s) or service(s). The purchasing agent or the finance director's designee shall conduct negotiations as appropriate as to price, delivery and terms. A record of sole procurements shall be maintained as a public record.

Describe the product or service being requested:
Various sizes and types of water meters.

Explain why the requested product or service is the only one that can satisfy your requirements (attach additional sheets, if necessary):

Vendor is not the only supplier of meters. However, they are the sole supplier of the Neptune Meter that the City has standardized its meter reading operation on. Neptune Technology Group, Inc. has a complete line of both touch read and radio read meters including the software and automatic meter reading devices. Over the past eight years, the City has purchased a complete Neptune Meter reading system with hand held devices and software. Over 13,000 meters have been purchased with the Neptune system of Neptune Proread ARB encoder register complete with the Proread Pit Pad for touch read or the R900 RF transmitter for radio read. The software for reading the meters is proprietary and works well with the current utility billing system.

Explain why this vendor is the only practicably available source for this purchase, and identify what steps were taken to find other sources (attach additional sheets, if necessary):

There are several other meter manufacturer's in the market place. The City chose to go with the Neptune meter line six years ago due to price and their "compatibility guarantee" that provides the City with assurance that all Neptune meters and Neptune meter reading products purchased will be compatible. No other vendor that we are aware of provides this guarantee. Neptune has also developed new technology that allows conversion of an existing Neptune meter to radio read technology and a new all-in-one radio read meter and transmitter with 20 year battery.

In evaluating whether to bid the purchase of meters out and possibly entering into a contract with another meter provider, consideration was given to the overall cost of changing the system, incompatibility issues with existing equipment and software, as well as price comparisons that show that most meters are in the same price range. Also, consideration was given to the excellent support and service provided by the vendor.

Under Florida Statute 838.22(2) it is unlawful for a public servant, with corrupt intent, to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by using a sole-source contract for commodities or services.

11/29/2023

City of Ormond Beach
P.O. Box 277
Ormond Beach, Fl. 32175-0277

RE: – PRICE AGREEMENT - NEPTUNE/FERGUSON GROUP PRODUCT 2024 TERM

<u>Description</u>	<u>Unit Price</u>
Neptune, 5/8"x3/4" T10 PB Meter Complete W/R900i Pit Gal. Reg.	\$230.75
Neptune, 5/8"x3/4" T10 PB Meter Complete W/ProCoder Wired Reg.	\$153.50
Neptune, 1" T10 Meter Complete W/R900i Pit Gal. Reg.	\$377.00
Neptune, 1" T10 Meter Complete W/ProCoder Wired Reg.	\$299.75
Neptune, 1 1/2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$782.00
Neptune, 1 1/2" T10 Flg. Meter Complete W/ProCoder Wired Reg.	\$704.50
Neptune, 2" T10 Flg. Meter Complete W/R900i Pit Gal. Reg.	\$1,016.75
Neptune, 2" T10 Flg. Meter Complete W/ProCoder Wired Reg.	\$939.50
Neptune, 2" Bronze Flanged Meter Strainer	\$578.75
Neptune, 3" Bronze Flanged Meter Strainer	\$971.50
Neptune, 4" Bronze Flanged Meter Strainer	\$1,780.75
Neptune, 6" Bronze Flanged Meter Strainer	\$2,548.75
Neptune, 8" Bronze Flanged Meter Strainer	\$4,258.75
Neptune, 10" Bronze Flanged Meter Strainer	\$6,548.00
Neptune, 4" Stainless Steel UL-FM Basket Strainer	\$3,488.00
Neptune, 6" Stainless Steel UL-FM Basket Strainer	\$5,925.00
Neptune, 8" Stainless Steel UL-FM Basket Strainer	\$9,804.50
Neptune, 10" Stainless Steel UL-FM Basket Strainer	\$12,628.00
Neptune, 5/8"x3/4" T10 PB Bare Meter (Less Register)	\$61.80
Neptune, R900 Cellular Wall Endpoint	\$163.25
Neptune, R900 Cellular Pit Endpoint W/Internal Antenna	\$170.00
Neptune, R900 Replacement Pit Coax Antenna Only, 6'	\$51.50

Neptune, First Net Pit Coax Antenna Only, 6'	\$54.00
Neptune, R900i Pit Gallon Register Only – Any Size/Model	\$181.50
Neptune, ProCoder Wired Register Only – Any Size/Model	\$104.25
<i>R900i Registers available as Ecoder or ProCoder model – same price.</i>	
Neptune, 1 ½" Mach 10 R900i Water Meter – Any Length	\$875.50
Neptune, 1 ½" Mach 10 Stand Alone Water Meter – Any Length	\$731.50
Neptune, 2" Mach 10 R900i Water Meter – Any Length	\$1,110.50
Neptune, 2" Mach 10 Stand Alone Water Meter – Any Length	\$966.25
Neptune, 3" Mach 10 R900i Gallon Meter – 12" Lay Length	\$3,074.50
Neptune, 3" Mach 10 Stand Alone Gallon Meter – 12" Lay Length	\$2,930.25
Neptune, 3" Mach 10 R900i Gallon Meter – 17" Lay Length	\$3,151.75
Neptune, 3" Mach 10 Stand Alone Gallon Meter – 17" Lay Length	\$3,007.50
Neptune, 4" Mach 10 R900i Gallon Meter – 14" Lay Length	\$3,893.50
Neptune, 4" Mach 10 Stand Alone Gallon Meter – 14" Lay Length	\$3,749.25
Neptune, 4" Mach 10 R900i Gallon Meter – 20" Lay Length	\$3,996.50
Neptune, 4" Mach 10 Stand Alone Gallon Meter – 20" Lay Length	\$3,852.25
Neptune, 6" Mach 10 R900i Gallon Meter – 18" Lay Length	\$6,576.50
Neptune, 6" Mach 10 Stand Alone Gallon Meter – 18" Lay Length	\$6,432.50
Neptune, 6" Mach 10 R900i Gallon Meter – 24" Lay Length	\$6,736.00
Neptune, 6" Mach 10 Stand Alone Gallon Meter – 24" Lay Length	\$6,592.00
Neptune, 8" Mach 10 R900i Gallon Meter – 20" Lay Length	\$10,295.00
Neptune, 8" Mach 10 Stand Alone Gallon Meter – 20" Lay Length	\$10,151.00
Neptune, 10" Mach 10 R900i Gallon Meter – 26" Lay Length	\$12,823.00
Neptune, 10" Mach 10 Stand Alone Gallon Meter – 26" Lay Length	\$12,679.00
Neptune, 12" Mach 10 R900i Gallon Meter – 19.7" Lay Length	\$14,873.00
Neptune, 12" Mach 10 Stand Alone Gallon Meter – 19.7" Lay Length	\$14,728.50



Meter & Automation Group

<u>Neptune 360 SaaS Platform + Firstnet Cellular Data Plan Annual Subscription</u> 20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$7.06
<u>Neptune 360 SaaS Platform (AMR) Annual Subscription</u> 20,001-50,000 Connected Endpoints – (Per Meter/Per Year)	\$1.99
Neptune, R900 Belt Clip Transceiver	\$6,600.00
Neptune, MRX920 Mobile Data Collector	\$10,950.00

Freight: Allowed – FOB: City of Ormond Beach Payment Terms: Net 30 Days – Check or ACH only.

Price Term: 1/1/2024 – 12/31/2024*

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

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

Respectfully submitted,

Jarad Olson

AMR/AMI Specialists – Meter & Automation Group

Ferguson Waterworks

Phone: 352-504-1601

Email: jarad.olson@ferguson.com

November 29, 2023

Bob Preis
Utilities Manager
City of Ormond Beach
501 N. Orchard St.
Ormond Beach, Fl. 32174

Dear Mr. Preis,

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

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

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

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

Thank you in advance for your cooperation.

Sincerely,

Terry D. Gullett

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



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.L

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & Environment – Other		
Department:	Public Works - Utilities Management		
Subject:	Auto Renewal - Cross Connection Control Program Management Contract		
Summary:	Per the Florida Administrative Code, Public Water Systems are required to implement Cross Connection Control Programs (CCCP). The primary purpose of a CCCP is to protect public health, safety, and welfare by ensuring the potable drinking water system is protected from potential back-siphonage and back-pressure that may draw contaminants into the city's water system. This is achieved through the use and testing of backflow prevention (BFP) devices. For the past 15 years, the City has utilized contractual services of an external vendor to manage the CCCP; this service manages the program by maintaining certification records of backflow printers and their testing status from commercial properties, notifying those businesses of testing requirements, and reporting results to the Volusia County Health Department who is the local authority for public drinking water systems. Hydro-Designs Inc. dba HydroCorp (HydroCorp) has successfully overseen the Cross Connection Control Program on behalf of the City from 2009-2014 and 2019-2023. HydroCorp completed the initial 3-year contract beginning Sept 2019. Once expired, the City elected to implement the first of 2 automatic renewal options. The City now intends to implement the last one-year renewal, which will automatically renew for one-year unless terminated by the parties with 90 days prior written notice. To date, the agreement continues to satisfactorily serve the City's interests.		
Financial Impact:	Fiscal Year 2023-24 budget included \$18,400 for these services within Fund 401 - Water & Wastewater Operating Budget.		

Citizen Impact:	This program is essential to protecting public health, safety, and welfare. It protects the potable drinking water system from receiving any backflow of potentially harmful contaminants from non-residential customers.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends renewal of the contract at \$18,400 to HydroCorp for the management of the Cross Connection Control Program.	
Staff Contact:	Bob Preis, Utilities Manager, (386) 676-3305	
Attachments:	1. Hydro Corp - RES 2019-200 (6E)	
Approval:	Kelly McGuire, Finance Director	1/8/2024
	Claire Whitley, Assistant City Manager	1/17/2024
	Joyce Shanahan, City Manager	1/17/2024

RESOLUTION NO. 2019-200

A RESOLUTION ACCEPTING A BID FROM HYDROCORP, INC. REGARDING CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER BIDS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City advertised for bids (ITB 2020-03) for professional services to manage a cross connection control program to protect the public water supply from contamination (“the Project”), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's professional staff reviewed the four bids received and determined the bid submitted by HydroCorp, Inc. at a cost not-to-exceed \$55,200.00 for the initial three-year term (plus two possible renewals of \$18,400.00 per year) is the lowest responsible and responsive bid (a copy of said bid being incorporated in the Agreement which is attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that the money for payment of the Project is appropriated in the Water & Wastewater Operating Budget (Fund 401) 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 bid submitted by HydroCorp, Inc. to manage a cross connection control program is hereby accepted.

SECTION TWO. All other bids relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with HydroCorp, Inc.

SECTION THREE. The Mayor and the City Manager are hereby authorized and directed to execute an Agreement between the City and HydroCorp, Inc. for the performance of the Project at a cost not to exceed \$55,200.00 for the initial three-year term (plus two possible annual renewals of \$18,400.00 each) and to pay the cost thereof from the Water & Wastewater Operating Budget.

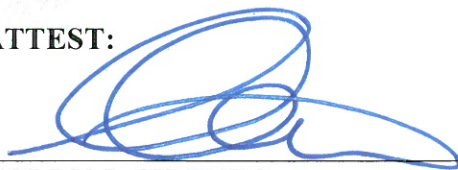
SECTION FOUR. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 5th day of November, 2019.



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 **HydroCorp, Inc.** ("Contractor"), 33C Suntree Place, Melbourne, FL 32940, 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 September 16, 2019, attached hereto as Exhibit "A", and the Proposal dated September 23, 2019, 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 will be automatically renewed for two (2) additional one-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 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

HydroCorp, Inc.
Larry J. LaBute, CEO
33C Suntree Place
Melbourne, FL 32940

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 5 day of NOVEMBER, 2019.

Witnesses:

CITY OF ORMOND BEACH

Cassidi Ritz
Print Name: Cassidi Ritz

By: Bill Partington
BILL PARTINGTON
Mayor

Couby Cileuto
Print Name: COUBY CILEUTO

By: Joyce Shanahan
JOYCE SHANAHAN
City Manager

DATED this 22nd day of October, 2019.

Witnesses:

HYDROCORP, INC.

Danielle Rogers
Print Name: Danielle Rogers

By: Larry J. LaButte
Print Name: LARRY J. LaButte
Title: CEO / FOUNDER

Elizabeth Wright
Print Name: Elizabeth Wright

Attest: Danielle Rogers
Print Name: Danielle Rogers
Title: FL. notary public

Danielle Rogers





City of Ormond Beach

22 South Beach Street
Ormond Beach, Florida 32174
Telephone (386) 676-3223
Fax (386) 676-3330

INVITATION TO BID

BIDDER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR BID

BID TITLE: **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**

BID NUMBER: **2020-03**

BID OPENING DATE & TIME: **September 16, 2019 at 2:00 PM**

BID OPENING LOCATION: **2nd Floor Conference Rm, Ormond Beach City Hall 22 S. Beach Street**

PRE-BID MEETING DATE & TIME: **September 4, 2019 at 11:00 a.m.**

PRE-BID MEETING LOCATION: **Training Room, Public Works Administration, 501 N. Orchard Street, Ormond Beach, FL 32174**

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

BIDDER'S NAME: HYDROCORP INC.

BIDDER'S MAILING ADDRESS: 5700 CROOKS RD., STE. 100 TROY, MI 48098
(FLORIDA OFFICE: 33C SUNTREE PLACE MELBOURNE, FL 32940)

CITY-STATE-ZIP: TROY, MI 48098

F.E.I.N. or S.S. NUMBER: 38-2810008

PHONE NUMBER: 321-794-5010

EMAIL: llabute@hydrocorpinc.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 Larry J. Labute
AUTHORIZED SIGNATURE (MANUAL)

LARRY J. LABUTE
NAME (TYPED)

CEO/FOUNDER
TITLE

9/16/2019
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 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 ninety (90) 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.) or Social Security (S.S.) number shall appear in the space(s) provided.

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 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.

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.

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 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 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.

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 BIDS, AND TO WAIVE INFORMALITIES, AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.
--

DEFINITIONS:

BIDDER - The term used herein refers to any individual, company or other entity submitting a Bid to the CITY in response to an Invitation to Bid (ITB).

CITY/OWNER - The terms CITY or OWNER herein refers to the City of Ormond Beach, Florida, and its duly authorized representatives.

CONTRACT MANAGER - The term refers to the CITY representative(s) who will be acting on the CITY's part to manage all the Contract actions.

FURNISH - The terms "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".

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.

PROJECT MANUAL - The term "Project Manual" includes Bid Requirements, General Conditions, Scope of Work, Specifications, Risk Management requirements and any associated attachments.

SPECIFICATIONS - The term refers to those portions of the Project Manual consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

SUPPLIER - The term used herein refers to any individual, company or other entity supplying services pursuant to the terms, conditions, and quotations of a Bid or Proposal.

VENDOR, CONTRACTOR, or VENDOR/CONTRACTOR - The term(s) used herein refers to any individual, company, or other entity that is awarded a contract by the CITY, pursuant to the terms, conditions, and quotations of a bid/proposal.

WORK - The entire, completed job or the various separately identifiable parts thereof, required to be furnished under the Contract Documents. Work is the result of providing goods and/or services, furnishing labor and/or furnishing and incorporating materials and equipment into the construction, as required by the Contract Documents.

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

CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES

Bid No. 2020-03

GENERAL INSTRUCTIONS:

Bid Delivery: Submit one (1) signed and unbound original of the complete Bid packet and one (1) electronic file, with all required attachments, by the closing date and time. Deliver Bids to: Robert Schattie, 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 any question regarding bid delivery contact the purchasing office at 386-676-3223.

Technical Questions: Submit all technical questions regarding this Bid in writing to the City's Purchasing Coordinator, Robert Schattie, or by e-mailing robert.schattie@ormondbeach.org. All questions must be received by no later than September 8, 2019 at 5:00 p.m.

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 Bid.

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.

Bids to be in Effect: Each Bid shall state that it is valid for a period of not less than ninety (90) days from date of receipt.

Equipment: Contractor shall own and have in good repair all equipment necessary to perform the described services in particular and the equipment necessary to complete related tasks. The City will not provide any equipment to do this work.

Registration And Risk Management Requirements: Any Vendor delivering a product or 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. A vendor using a common carrier is exempt from this requirement. This proof of insurance will be required prior to commencement of any **on-site** work. Refer to **Exhibit A** for the City's registration and risk management requirements.

QUALIFICATIONS:

GENERAL

The City of Ormond Beach invites qualified firms to submit bids for a contract to provide program management services for an established Cross Connection Control program. These services shall be provided to ensure compliance with Florida Department of Environmental Protection Requirements outlined in Florida Administrative Code 62-555.360 and 62-610.419 for backflow prevention device assembly testing and recordkeeping.

Minimum Requirements for the Contractor:

Contractor must demonstrate that they have managed a municipal cross connection program in Florida that was acceptable to the State of Florida Department of Environmental Protection.

Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet.

The Contractor shall be capable, either as a firm or a team, of providing all professional services as described under "Scope of Work" and to maintain those capabilities for the duration of the contract. Exclusion of any service for the project may serve as cause for rejection.

The Contractor shall have a minimum five (5) years experience of continuous municipal cross-connection control management experience.

Program Managers shall have a minimum of five years experience managing cross connection control programs for municipal governments OR have received a certificate of completion in the Cross Connection Control Program Manager Course offered by UF-TREEO or equivalent, OR possess an equivalent combination of experience and certification(s) as described in this paragraph.

Information to be Provided with Bidder's Submittal:

1. Documentation which establishes the length of time the firm conducted business in the State of Florida.
2. Related Project Experience: Must identify and describe the scope of services for at least 5 cross-connection programs, including a minimum of one program in Florida, that have been managed by the bidder for similar municipalities.
3. Identify the location of the office in which the work will be accomplished.

4. Provide the names and resumes, including employment history with the Company, of the **senior staff** individuals who will manage the program.
5. Provide a minimum of four references who shall confirm instances of comparable cross connection control programs managed for governmental entities.
6. Contract price will be a lump sum annual price. The initial contract will be for a period of three consecutive years. Contract includes provision for up to two additional extensions of one year each.

SCOPE OF WORK:

A. Provide complete cross connection control data management including:

1. Conduct a project start-up meeting with the City of Ormond Beach Cross Connection Control/Backflow Prevention Program Staff.
2. Provide data transfer for the approximately 2,300 testable commercial, industrial, institutional facilities, subdivision association irrigation systems and miscellaneous water customers within City of Ormond Beach in the contractor's database; data will be provided in excel format. City staff will spot check the accuracy of the data transfer and contractor will make necessary revisions.
3. Update the database to add, edit, or remove commercial and residential customers on at least a monthly basis with data provided by the City. The data base for testable backflow devices needs to include customer name, address, type of backflow preventer(s) installed, size, serial number, date last tested and the date testing is due.
4. Maintain and manage the annual testing results and data for all testable backflow prevention assemblies. Coordinate and notify customers in writing using a form letter format acceptable to the City of device testing requirements 30 days prior to due date, follow up notification letter to non-compliant customers one (1) day past due, and final notification letter 30 days past due. Keep records of passing test results received to ensure compliance with testing requirements.
5. Maintain and manage the data for all non-testable backflow prevention assemblies. Database for non-testable devices needs to include customer name, address, installation date and/or repair dates.
6. Participate in conference calls as needed, to discuss the program status and specific recommendations as requested.
7. Provide full-time toll-free phone support for customer questions by a trained individual from 8:00 AM until 5:00 PM Monday through Friday except for holidays.

8. Utilize and provide a cross-connection control software package or database management system that includes as a minimum the following:
 - a. Standard notices and forms to support device testing and compliance notices.
 - b. Management reports for notices, inventory of devices, device test results, inspection schedules, device test schedules, overdue inspections, and device test forms.
 - c. Schedule inspection and device testing notices from internal records, standard procedures and timing as required by the Volusia County approved City of Ormond Beach Cross-Connection Control Plan.
 - d. Track testable and non-testable devices and compliance requirements.
 - e. Automatically access all data relevant to a particular facility or period of time.
10. Provide database in its entirety to the city in excel format by January 31st; April 30th; July 31st; October 31st; and upon request by the city otherwise
11. Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet. The accessible reports must include, but not be limited to, the following information:
 - a) Subject Property Business Name & address
 - b) Property Owner Name & Address
 - c) Meter number
 - d) BFP information (size, make, model, location)
 - e) Date due for testing
 - f) Testing date
 - g) Dates of written notification(s) sent
 - h) Current noncompliant backflow devices
 - i) And any other relevant items as deemed necessary by the Public Works Director, Utilities Manager or their designee

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 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.

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 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.

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).

City of Ormond Beach
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT
SERVICES
Bid No. 2020-03

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>08/30/2019</u>	<u># 1</u>
<u>09/12/2019</u>	<u># 2</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: HYDRO CORP INC

VENDOR/CONTRACTOR LICENSE NUMBER: _____

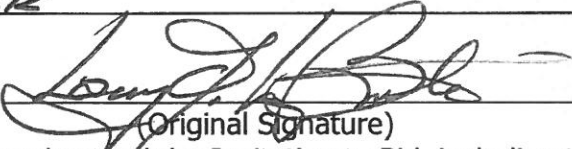
ADDRESS: 5700 CROOKS RD., STE. 100
TROY, MI 48098

PHONE NO.: 248.981.6981

EMAIL: llabute@hydrocorpinc.com

SUBMITTER'S NAME: LARRY J. LABUTE
(Typed or Printed in Ink)

TITLE: CEO/FOUNDER

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
**CROSS CONNECTION CONTROL PROGRAM MANAGEMENT
SERVICES**
Bid No. 2020-03

The BIDDER will complete the Work, as described herein, within the first year for the following lump sum price:

TOTAL BID FOR CONTRACT

\$ 18,400.⁰⁰
(Figures)

EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS
(Words)

City of Ormond Beach
CROSS CONNECTION CONTROL PROGRAM MANAGEMENT
SERVICES
Bid No. 2020-03

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.

Hydro Corp
COMPANY NAME

Larry J. LaBute
AUTHORIZED SIGNATURE

LARRY J. LABUTE
NAME (PRINT OR TYPE)

CEO/FOUNDER
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.

Hydro Corp

COMPANY NAME

Larry J. LaBute

AUTHORIZED SIGNATURE

LARRY J. LaBUTE

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:

- 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: _____

Attachment A
City of Ormond Beach
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) 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.

Insurance Requirements

[From Ormond Beach Code of Ordinances establishing minimum requirements for risk management, commercial general liability insurance, and comprehensive general liability insurance, as amended by Resolution No. 2011-116 (8/16/11)]:

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 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.

(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 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.

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 there from, 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 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 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.

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.

ADDENDUM NO. 1

August 30, 2019

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 1 BID 2020-03 Cross Connection Control Program Management 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 final day for questions, has been changed from September 8 at 5PM to September 15th, 2019 at 5PM.

Item2: The pre-BID Conference has been changed from September 4, 2019 at 11AM to September 11, 2019 at 11AM in the PW Training Room
501 N. Orchard Street, Ormond Beach, FL 32174

Item 3: The Bid opening date has changed from September 16, 2019 at 2PM to September 23, 2019 at 2PM.

In all other respects, except as specifically stated herein, the subject BID 2020-03 Cross Connection Control Program Management Services remains unchanged.

**THIS ADDENDUM MUST BE ACKNOWLEDGED AND RETURNED WITH
YOUR BID**

COMPANY NAME: HYDROCORP

SIGNATURE:  DATE: 9/16/2019

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 2020-03 **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

September 12, 2019

TO: Prospective Bidders and Others Concerned.

SUBJECT: Addendum # 2 BID 2020-03 Cross Connection Control Program Management 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 presented at the September 11, 2019 Pre-Bid Conference.

Question 1: The Safe Drinking Water Act does not specifically address backflow prevention or cross connection. Since the City is planning to revise the Contract Documents by removing the requirement for firms to have Florida-specific experience, what comparative standards will be applied to evaluate the ability of the bidder to comply with the Florida program?

Answer 1: Bidders must demonstrate that they have successfully managed the data associated with a municipal cross connection program in accordance with AWWA M14 Backflow Prevention and Cross-Connection Control, and/or the USEPA Cross Connection Control Manual.

Question 2: Since the initial contract is for a three-year period, is the bid amount intended to be the annual cost for one year of service or the total cost for three years of service?

Answer 2: The TOTAL BID FOR CONTRACT on the Bid Form is the cost to provide the service for the first one-year period of the contract.

Question 3: The contract is based upon approximately 2,300 testable services. What if the City experiences significant growth during the contract period?

Answer 3: The contract includes a section entitled COST ADJUSTMENTS which details provisions and limitations for an annual rate adjustment. It should be noted that any and all increases to the contract are ultimately subject to approval by the City Commission.

Item2: Please delete "Page 9 of 26" from the "Invitation to Bid" and replace it with "Page R 9 of 26" which is attached and made part of this addendum.

QUALIFICATIONS:

GENERAL

The City of Ormond Beach invites qualified firms to submit bids for a contract to provide program management services for an established Cross Connection Control program. These services shall be provided to ensure compliance with Florida Department of Environmental Protection Requirements outlined in Florida Administrative Code 62-555.360 and 62-610.419 for backflow prevention device assembly testing and recordkeeping.

Minimum Requirements for the Contractor:

Contractor shall offer and maintain a web-based test report entry system for testers to file their reports and also allows designated City staff to access real-time data reports for all backflow prevention devices. The reports must be able to be exported into an Excel spreadsheet.

The Contractor shall be capable, either as a firm or a team, of providing all professional services as described under "Scope of Work" and to maintain those capabilities for the duration of the contract. Exclusion of any service for the project may serve as cause for rejection.

The Contractor shall have a minimum five (5) years experience of continuous municipal cross-connection control management experience.

Program Managers shall have a minimum of five years experience managing cross connection control programs for municipal governments OR have received a certificate of completion in the Cross Connection Control Program Manager Course offered by UF-TREEO or equivalent, OR possess an equivalent combination of experience and certification(s) as described in this paragraph.

Information to be Provided with Bidder's Submittal:

1. Documentation which establishes the length of time the firm conducted business in the State of Florida.
2. Related Project Experience:
 - a. Identify and describe scope of services for at least 5 cross-connection programs that have been managed for similar municipalities.

In all other respects, except as specifically stated herein, the subject BID 2020-03 Cross Connection Control Program Management Services remains unchanged.

**THIS ADDEDNDUM MUST BE ACKNOWLEDGED AND RETURNED WITH YOUR
BID**

COMPANY NAME: HYDROCORP

SIGNATURE: [Signature] DATE: 9/16/2019

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 2020-03 **CROSS CONNECTION CONTROL PROGRAM MANAGEMENT SERVICES**, for the City of Ormond Beach.

City of Ormond Beach, Florida

END OF ADDENDUM NO. 2

PROPOSAL

DEVELOPED FOR THE
City of Ormond Beach

Cross Connection Program
Management Services

Robert Schattie
Ormond Beach City Hall
22 South Beach Street
Ormond Beach, FL 32174

September 23, 2019

CROSS-CONNECTION
CONTROL / BACKFLOW
PREVENTION

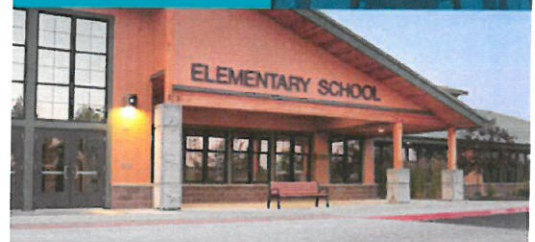
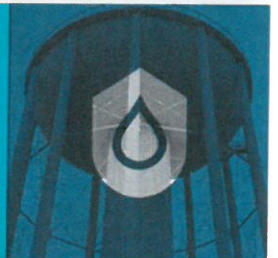
WATER SYSTEM
SURVEYS / AUDITS

PIPE SYSTEM MAPPING
AND LABELING

WATER SAMPLING
AND ANALYSIS / RISK
ASSESSMENTS

PROGRAM
AND PROJECT
MANAGEMENT

COMPLIANCE
ASSISTANCE /
DOCUMENTATION



SCOPE OF WORK	2
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STAFF	7-8
GENERAL TERMS & CONDITIONS.....	9
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FEES.....	11
APPENDIX: W-9 and Certificate of Insurance	



SCOPE OF WORK

This project is to provide an on-line database management for an on-going Cross-Connection Control Program currently operated by the City of Ormond Beach Water Department (OBWD). These services will be provided to ensure compliance with City of Ormond Beach Ordinance, Section 2-300(b), regulations for backflow prevention assemblies, assembly testing, repair, installation, and recordkeeping. All communication, instructions, directions, decisions and approvals given to HydroCorp (HC) will be provided through the Cross-Connection Control Program Manager. Once this project has been approved and accepted by the OBWD and HydroCorp (HC), you may expect completion of the following elements on an annual basis. The components of the project include:

HC will provide the OBWD with on-line software, HydroSoft (HS)– Aegis platform that will provide access to all cross-connection control data. This project will be completed as specified in City of Ormond Beach bid # 2020-03, pages 10 – 11, et.al.

1. HC will develop a working database of all 2,300 known DPU backflow prevention assemblies (BPA). Our IT department will coordinate with the OBWD IT staff to electronically transfer all data for BPA.
2. HC will provide, within HS, any number of data cells to be custom added by request of OBWD. The database can include any data the OBWD requests.
3. HC will provide the capability to link the HS database with the OBWD billing (or other) software as desired by OBWD. This electronic link will enable OBWD/HS to automatically transfer updated field information.
4. HC staff will coordinate with OBWD and local plumbers to hold a training seminar. Detailed instructions along with handouts will be provided for step-by-step instructions for using the HydroSoft Test Data input process. The HS on-line test form has built-in instructions for simplifying use as well. HC will provide training on-site, at the City of Ormond Beach, for any individual on the use of HS web-based Test Report data entry process, report generation, scheduling, and overall general features of HydroSoft.
5. HC will maintain and manage the annual testing results and data for all testable BPA. HC will notify customers 30 days prior to due date, a follow up notice at (1) day past due, and a final notice at 30 days past due. HS has the capability to send notifications via mail, text, and/or email. A custom notice generator is an integral component of HS. Once a notice has been developed it may be saved and stored for future use. HS has the capability to integrate with the USPS (United States Postal Service) database to identify those locations that may be vacant or undeliverable prior to a notice being sent. These accounts would be automatically flagged, and a report generated so that OBWD staff may verify.



6. HS will maintain and manage the data for all non-testable backflow prevention assemblies. Database for non-testable devices will include customer information, installation date, repair or replacement date, and any additional information the OBWD desires.
7. HC will provide on-site progress review meetings as needed with the OBWD designated representative to discuss the program status and specific recommendations as requested.
8. HC will provide full-time, toll-free phone support for customer questions by trained staff. Phones will be staffed during normal business hours Monday through Friday. A trained and staffed phone support service will be provided for after hour emergency calls 24/7/365.
9. Unless otherwise specified by OBWD, all notices requested will be provided and sent via USPS first class mail. All Notices would be co-developed by OBWD and HC and stored within HS. Any Notice may be modified by OBWD at any time. Timing and scheduling of Notices would be in accordance with City of Ormond Beach CCC Plan.
10. HS will allow outside testers/users to register and provide information as requested by OBWD. HS will track all tester and equipment certifications and will automatically lock out any individual whose certifications have expired. HS will automatically email or text a registered outside user 90 days prior to their certification(s) expiration date.
11. HS will automatically identify, prior to test submission, if testing values are passing or failing. The tester will be asked to verify the values prior to submission to ensure field data was properly input.
12. All BPA test results will be submitted on-line. The HC backflow prevention management program is designed to be completely paperless. However, at any time a test form, notice, or report may be generated in Excel, Word, or .pdf.
13. HS will be equipped with a customized Dashboard. Dashboard will be set up with any information (data) desired by OBWD. A sample of a typical Dashboard is provided in Appendix A.
14. HS will provide the ability to track all activities with real time GPS coordinates of testable assemblies, inspections, and field work. An unlimited number of photos of any location may be uploaded as directed by the OBWD. The ability to append notes to any photo will be available. If GPS coordinates are not available, HC will ask testers to take photos from their tablet to capture the BPA image and GPS information.



15. HS will provide all data relevant to the backflow prevention valves (BFP) valves. Size, Make, Model, Serial number, Type, status (compliant, non-compliant), last test date, next test date, protection type (containment, fire protection, irrigation, isolation), notice dates, and meter data. Notes may be appended to any of the above noted data fields.
16. Reports will be available for any type of data retrieval. Standard reports will be created by HC and provided as part of the HS delivery. A custom report generator will be provided within HS. Custom reports may be created and saved by OBWD staff. Custom reports may also be shareable with other OBWD staff. All reports may be emailed or texted directly from HS, or exported to Excel, Word, or .pdf. HS provides reports of any type in real time. These reports are available to OBWD at any time.
17. HS will have complete inspection forms available for all types of inspections. Inspection forms will be modifiable by OBWD to meet the specific needs of the inspection type. Inspections will be performed for all types of backflow prevention situations including external and internal site inspections and will identify both containment and/or isolation requirements. Inspections will also be available for water meters to identify all aspects of the water meter(s). Photos and GPS locations and field note capabilities are required within the inspection form. HC realizes that this feature is not part of this bid but provides this capability to OBWD staff as an added feature at no additional cost.
18. HS will be provided with a mobile platform that will enable field users to access HS. The mobile platform will allow for data input on a local device that is not connected to the internet and be synchronized later with HS. The mobile platform will support any form of operating system (iOS, Android, other).
19. Any updates to HS will be immediate, also known as "Zero Day" updates. OBWD is aware that from time to time, HS will require updates. These updates are required to occur seamlessly to all users, both desktop and field users. HS is designed so that the latest version is provided to all users.
20. HS is integrated with Google Maps. The ability to schedule tests, testers, inspections, and field work is available within HS. All schedule work is shown within a Google Map with a daily work route. Testing contractors will have the ability to log into the HS remotely to obtain their daily work assignments and see their scheduled route. HS will also provide the ability to allow customers to log in and schedule their test or inspection, if desired by OBWD. When this feature is used, those time slots that were scheduled by a customer will automatically appear within the tester/inspector queue.
21. All BFP valves and water meters are located on the Google Map and identified with a pin drop. Pin drops are color coded and shaped to indicate type of device and status. Hovering



the mouse over the pin drop will provide detailed information, in a pop-up window, regarding the selected device. Information shown in the pop-up is customizable by OBWD. Information available for the pop-up window may include any relevant data, for example, size, type, brand, model #, serial #, install date, last test date, status, etc... OBWD will have the ability to add additional data fields to HS, as desired, for the pop-up.

22. HS will allow OBWD staff to grant specific permission levels to any user. Permission levels may be established on an individual basis for customized field or office work.
23. Data storage is provided in a high security, high availability, ISO-IEC, federally compliant, Microsoft Azure cloud system. At all times, the data remains the property of the OBWD and may be retrieved by the OBWD without cost or penalty at any time. Database are available to be downloaded in Excel, Word, or .pdf format.
24. HC will provide a full-time administrative coordinator to manage all incoming inquiries from OBWD staff, customers, and field technicians. Administrative coordinator will be trained in backflow prevention, the provided HS. The administrative coordinator will be available at any time for meetings with OBWD staff.

Optional Services Available

25. HC may provide services to ensure that all failed BPA's are repaired and retested. HC is available to provide services of a State licensed plumber and certified for repairing BPA's for all repair work. This service is available to OBWD at no additional cost.
26. HC is available to provide program management services for costing of repairs, replacements, and new installations to ensure that customers are receiving the most competitive price for all work. This service is available to OBWD and their customers at no additional cost.



QUALIFICATIONS & EXPERIENCE

HydroCorp (formally Hydro Designs, Inc.) is a professional service organization that specializes in Cross Connection Control Programs. Since 1983 we have assisted municipal clients and water utilities with the development, implementation, and maintenance of CCC programs. Cross Connection Control Program Management & Training is the main core and focus of our business. We are passionate about providing water utilities and local communities with a cost effective and professionally managed cross connection control programs in order to assist in protecting the public water supply.

- HC conducts over 40,000 Cross Connection Control Inspections **annually**.
- HC tracks and manages over 450,000+ backflow prevention assemblies for our Municipal client base.
- Our highly trained staff works in an efficient manner in order to achieve maximum productivity and keep program costs affordable. We have a detailed **system** and **process** that each of our field inspectors follow in order to meet productivity and quality assurance goals.
- Our municipal inspection team is committed to providing outstanding customer service to the water users in each of the communities we serve. We teach and train customer service skills in addition to the technical skills since our team members act as representatives of the community that we service.
- Our municipal inspection team has attended training classes and received certification from the following recognized Cross Connection Control Programs: UF TREEO, UW-Madison, USC – Foundation for Cross Connection Control and Hydraulic Research, American Backflow Prevention Association (ABPA), American Society for Sanitary Engineering (ASSE). HydroCorp recognizes the importance of Professional Development and Learning. We invest heavily in internal and external training with our team members to ensure that each Field Service and Administrative team member has the skills and abilities to meet the needs of our clients.
- We have a trained administrative staff to handle client needs, water user questions and answer telephone calls in a professional, timely and courteous manner. Our administrative staff can answer most technical calls related to the cross-connection control program and have attended basic cross connection control training classes. If our administrative staff cannot answer a technical question, HydroCorp program managers will intervene and respond in a timely manner to the customer needs.
- HydroCorp currently serves over 450 communities in Michigan, Wisconsin, Illinois, Pennsylvania, New Jersey, Maryland, Delaware, Minnesota, and Florida. We still have our first customer!
- HydroCorp staff and company are active members in many water industry associations including: National Rural Water Association, State Rural Water Associations, National AWWA, State AWWA Groups. HydroCorp is committed to assisting these organizations by providing training classes, seminars and assistance in the area of Cross Connection Control.

During our 36-year history HydroCorp has been closely involved with the regulators of the States in which we work. HydroCorp works closely with the State regulations to ensure our training programs accurately explain the requirements of the State of Florida and the City of Ormond Beach Code of Ordinances with respect to Cross Connection Control.

HydroCorp has been working with municipalities in Florida since 2007. We developed the Cross-Connection Control Plan for the City of Ormond Beach in 2008 and was later hired to manage their program until 2014.



STAFF

Dave Cardinal Vice President, Municipal Division

Dave has over twenty years' experience as a water professional and has a successful record of accomplishments in the cross-connection control industry. Experienced in program development, project management, developing and conducting employee education and training programs, developing and instructing State certified education and training classes, quality assurance, customer service, and client satisfaction.

Dave is responsible for establishing business practices, field operation procedures, and administrative functions related to cross connection control program management. He has assisted with developing State certified training programs in Michigan and Wisconsin and has trained members of the Michigan Department of Environmental Quality, Michigan Department of Health, Wisconsin Department of Natural Resources, municipal employees, plumbers and miscellaneous HC employees. He has been a guest speaker at many conferences and training seminars.

Experience, Training, Certifications:

- American Backflow Prevention Association (ABPA), MI Chapter, Vice President
- American Society of Sanitary Engineering (ASSE) Series 5000 Proctor
- American Society of Sanitary Engineering (ASSE) Standard #5110 Certified Backflow Prevention Assembly Tester – Certification #26905
- American Society of Sanitary Engineering (ASSE) Standard #5120 Certified Cross-Connection Control Surveyor – Certification #26905
- Michigan Certified Backflow Prevention Assembly Tester Certification – 2010, Certification #MPMCA-26905
- Dale Carnegie - Management Training for Managers 2005
- University of Florida – TREEO Center
 - Cross Connection Control: Survey and Inspection 2003
 - Cross Connection Control: Ordinance and Organization 2003
 - Cross Connection Control Program Manager 2003
- University of Southern California Foundation for Cross-Connection Control and Hydraulic Research – Backflow Prevention Assembly Tester, 1997

PAUL PATTERSON Vice President Business Development

Mr. Patterson joined HydroCorp, Inc. in 2004, and is responsible for operational oversight of over 200 Cross-Connection Control Programs throughout Michigan, Delaware, Maryland, Florida, Wisconsin and Virginia. Before joining HydroCorp, Mr. Patterson was a member of the U.S. Air Force, where he assisted in the



implementation of a stateside installation Cross-Connection Control Program. Professional certifications through his career, including:

State of Nevada

- Water Distribution Operator
- Journeyman Plumber License – Clark County
- CAL/NV AWWA Backflow Prevention Assembly Tester

University of Florida – TREEO Center Cross-connection Control Program Manager Certificate

- Cross-connection Control Ordinance & Organization Certificate
- Cross-connection Control Survey & Inspection Certificate
- Cross-Connection Control Backflow Prevention Testing Certificate

American Society of Sanitary Engineering – ASSE

- Cross-Connection Control Backflow Prevention Testing Certification
- Cross-Connection Control Backflow Prevention Assembly Repair Certification
- Backflow Program Administrator Certification
- Cross Connection Control Surveyor Certification
- Cross-Connection Control – Series 5000 Certification, Course Instructor / Proctor

International Code Council (International Plumbing Code)

Commercial Plumbing Inspector Certification

AMY LA BUTE

Operations Manager – State of Florida

Amy has been with HydroCorp for over 20 years. She has been involved with all aspects of managing municipal programs. Amy will be the Administrative Coordinator for this project. She was also the coordinator for the City of Ormond Beach when HydroCorp developed the original backflow prevention program for the City.

- ASSE Cross Connection Control – Series 5000 Certification



REFERENCES

HC manages CCC Programs for over 450 communities in Florida, Michigan, Wisconsin, Delaware, Virginia, Minnesota, New Jersey, Pennsylvania, and Maryland. Below are the names of a few of our Florida clients whom you may wish to contact regarding our services.

Mike Bailey
City of Cooper City
(954) 434-5519
mbailey@coopercityfl.org

Doug Larkins – Program Coordinator
City of Titusville
(321) 567-38873
doug.larkins@titusville.com

Nanciann Cheunot – Compliance Officer
Village of Palm Springs
(561) 965-5770
ncheunot@vpsfl.org

Mark Piccirillo
City of West Melbourne
(321) 727-3710
mpiccirillo@westmelbourne.org



GENERAL TERMS AND CONDITIONS

1. **Acceptance and Scheduling:** This project can be initiated and scheduled by issuing a Purchase Order. You will be contacted within five (5) working days of order (i.e. release) receipt. The project will be scheduled within fifteen (15) days of order acceptance.
2. **Primary Contacts:** Amy La Bute shall be your Primary Contact Person at HC. She must approve all issues relating to notices, scheduling, database, status inquiries, and production and related issues. Shawn Horsley (or his designate) shall be the Primary Contact Person at OBWD. All issues relating to project approvals, project status inquiries, project changes and other related issues must be approved by OBWD. Should either primary contact person change it shall be the responsibility of each primary contact to notify the other primary contact person, in writing, to advise the contact information for the new primary contact person assigned to the project.
3. **Project Status Inquiries:** A Project Manager will be assigned after the project is accepted by HC. Status Inquiries should be directed to your Project Manager. In the event the Project Manager is unavailable when you call please also feel free to contact me. Every effort will be made to respond to Status Inquiries on a timely basis.
4. **Cost Projections:** HydroCorp reserves the right to halt production if the actual project cost is expected to exceed the proposed amount, as a result of new information, additional work, or a change in scope, that is not specifically the fault of HydroCorp. Approval for the project may then be directed to Shawn Horsley.
5. **Payment:** Payment for all HydroCorp projects is payable in U.S. funds. Payment terms are net 30 days from date of invoice.
6. **Client Confidentiality:** All communications between HydroCorp and OBWD regarding business practices and other methods and forms of doing business will be considered confidential.
7. **Client Protection Plan:** OBWD may terminate this agreement at any time. The OBWD representative will be required to submit this request to Hydro Corp, Inc. in writing. A final reconciliation of services rendered up to the date of termination will then be submitted to OBWD.
8. **Proofreading & Errors:** Every reasonable effort will be made on the part of HydroCorp to ensure that our work is error free. However, Shawn Horsley will be asked to approve all work upon completion. Once a client has formally authorized a project/work and the production process has been initiated, the client will incur all related costs associated with the change, regardless of errors on the part of the client or HydroCorp, Inc.



FEES:

Program Management Fees for Testable Assemblies:	\$8.00 per
Fee for non-testable Devices:	\$0
Start-Up Fees:	\$0
Training Fees:	\$0
IT Fees (for customized coding when requested)	\$120.00/hour
Annual Program Management Fee: (\$8.00 X 2,300 BPA's)	\$18,400.00



CITY OF ORMOND BEACH

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

CITY MANAGER MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Gabe Menendez, Public Works Director

Date: November 5, 2019

Subject: Cross Connection Control Program Management Services Bid Award

Commission Goal: Water Quality and Environment - Other

Introduction

This is a request for award of a bid for the Cross Connection Control Program Management Services, Bid Number 2020-03.

Background

For the past five years, the city's Utilities Division has utilized the contractual services of an external vendor to manage the city's Cross Connection Control Program (CCCP). The contract expired at the end of FY 2018-19, requiring re-advertisement for these services.

The primary purpose of the CCCP is to protect public health, safety, and welfare by ensuring that the potable drinking water system is protected from potential back-siphonage and back-pressure that may draw contaminants into the City's water system. This is achieved through the use and testing of backflow prevention (BFP) devices. The CCCP is a statutory requirement administered by Florida Department of Environmental Protection (FDEP). FDEP has locally delegated authority for drinking water programs to the Volusia County Health Department (VCHD).

Commercial businesses, in general, represent a greater potential hazard for contamination of the drinking water system, when compared to residential connections. Therefore, regulatory compliance mandates annual testing of BFPs for commercial water connections, which must be performed by a certified backflow protection technician. The CCCP vendor is responsible for ensuring that all non-residential BFP devices are tested annually, necessary remedial measures are taken when needed, and that all residential BFP's are monitored for a ten-year replacement schedule. The CCCP maintains detailed records which are available to VCHD as part of its annual inspection of the City's drinking water program. Outsourcing these program management services has proven to be an extremely cost effective solution to this regulatory mandate.

City Utilities and Purchasing Department staff collaborated and prepared the bid advertisement packet, including technical specifications and insurance requirements with a draft contract agreement for bidder consideration.

Discussion

On September 23, 2019, bids for the Cross Connection Control Program Management Services were opened, and four (4) bids were received. The bids ranged from a high of \$21,850 for annual services to a low bid of \$18,400 per year. The apparent low bid was submitted by HydroCorp, Incorporated.

HydroCorp and its key staff are familiar to City personnel. Specifically, HydroCorp successfully oversaw the CCCP program on behalf of the City from 2009 through 2014. Additionally, HydroCorp complied with all requirements in the new bid documents. This included supplying a current listing of municipal clients receiving similar services, plus providing references.

Therefore, recognizing that HydroCorp has previously successfully provided cross connection control program management services for the City of Ormond Beach, and acknowledging that HydroCorp currently provides comparable services for other municipal entities, staff recommends that HydroCorp be recognized as the most responsive apparent low bidder, and that a contract be awarded to HydroCorp to provide CCCP management services for the City of Ormond Beach.

The bid was based on the cost to provide one year of program management services. However, it should be noted that the initial term of the contract shall be for a period of three (3) years. The contract will automatically be renewed for two 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. The contract also provides the option to increase the annual cost in accordance with the Consumer Price Index, with a maximum percentage not to exceed 4% annually. The CPI is not automatic and must be requested by the vendor. The cumulative cost to the City for the initial term of the contract of three years will be in the amount of \$55,200. Furthermore, if the City and vendor exercise the two additional one-year renewal clauses, then the total amount will be \$92,000 over a period of 5 years.

Budget Impact

For FY19/20, the initial cost for these services is \$18,400. Cumulative costs over the initial three-year term of the contract equal \$55,200. Cumulative costs over a period of five years equals \$92,000, if the renewal clauses are exercised. Funds for this project are included in the adopted FY19/20 annual Water & Wastewater Operating Budget, Fund 401.

Citizen Impact

As noted, the CCCP is essential to protecting public health, safety, and welfare. Specifically, the program protects the potable drinking water system from receiving from non-residential customers any backflow of potentially harmful contaminants.

Recommendation

Staff recommends award of the bid for the Cross Connection Control Program Management Services, Bid Number 2020-03, to HydroCorp, Incorporated, in the amount of \$18,400 annually, with an initial contract term of three years with an option for two additional one-year extensions.

Attachments:

- 19-200 Cross Connection Svcs-HydroCorp (P19-0193G) (PDF)
- HydroCorp Inc agreement (PDF)
- 2020-03 Bid Tab Combined (PDF)

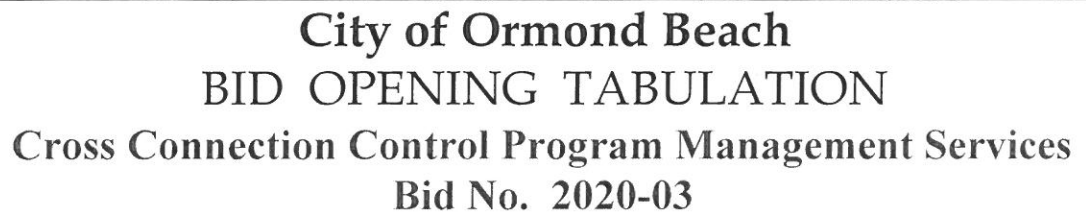
REVIEWED BY:


Kelly McGuire, Finance Director 10/26/2019


Claire Whitley, Assistant City Manager 10/30/2019

APPROVED BY:


Joyce A. Shanahan, City Manager 10/31/2019



Bid Opening Date: September 23, 2019
Time: 2:00 P.M.

Opened By: Rabat Scharif
(Signature)
Purchasing Coordinator
(Title)

Tabulated By: _____

 (Signature)
 Enviro Reg Compliance
 (Title)

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BID OPENING TABULATION

Project: Cross Connection Control Program Management Services

Bid Number: 2020-03

Date & Time: September 23, 2019 2:00pm

Contractor	Addendum 1, 2	Total BID
Hydro Corp Detroit, MI	YES	18,400.00
BSI Online Worth, IL	YES	21,850.00
NSB Soft Phoenix, AZ	YES	19500.00 Written Response
Elgin, IL	YES	21,850.00

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

Robert Schattie
Purchasing Coordinator



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.M

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Renewal for GEL Recycling LLC		
Summary:	On December 27, 2023, GEL Recycling LLC, submitted a construction and demolition roll-off services franchise agreement renewal application, affidavit of acknowledgment of business type, and a non-refundable renewal fee of \$1,500. GEL Recycling LLC's existing franchise will expire on January 24, 2024. GEL Recycling LLC acknowledges the per-pull charge of \$48.95 to be remitted by the 10th day of the month accompanied by appropriate documentation. GEL Recycling LLC offers 15-, 20-, 30-, and 40-yard roll-off containers. The principal owners have an extensive background in the recycling and solid waste industry, and staff expects a high level of customer satisfaction.		
Financial Impact:	Revenues from this non-exclusive franchise agreement will be \$5,000 from the receipt of the annual franchise fee, \$1,500 from the renewal fee, and approximately \$2,500 from pull charges, which will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures that these businesses operate within the requirements of the City. Currently, GEL Recycling LLC, Waste Pro of Florida, Waste Management Inc. of Florida, Samsula Landfill Inc., Creech Enterprises Inc., and Mid Florida Materials serve as the only roll-off haulers permitted to do business within the City's corporate limits. Having multiple authorized haulers provides a varied selection from which to choose.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to renew the non-exclusive franchise agreement for collection and disposal of construction and demolition debris to GEL Recycling LLC from Jan 24, 2024, to Jan 24, 2025.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. GEL renewal application	
Approval:	Kelly McGuire, Finance Director	12/28/2023
	Claire Whitley, Assistant City Manager	1/9/2024
	Joyce Shanahan, City Manager	1/17/2024

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☐ New ☒ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: GEL Recycling LLC

Address: 881 Signature Dr Suite 101

City/State/Zip Code: Orange City, FL 32763

Phone Number: 386-775-5385

Contact Name: Kandi Winfrey

Contact Email: kandi@gelrecycling.com

To the applicant: The following information checklist is provided to assist you in preparing your application for a non-exclusive franchise to provide containers for construction and demolition debris collection and disposal services to properties located in the City of Ormond Beach. Please provide the required information identified in this checklist as an attachment to the franchise application.

**Franchise Application Requirements
And Requirement Checklist**

- KW* ☒ 1. Name(s) and business address(es) of principal officers and stockholders and other persons having financial or controlling interest in any partnership or corporation;
- KW* ☒ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- KW* ☒ 3. Proof that corporation is in good standing in the State, and if not a Florida corporation, proof that applicant is qualified to do business in the State of Florida;
- ☐ 4. If applicant is other than a corporation, and is operating under a fictitious name, applicant shall be required to submit information that such fictitious name is registered and held by applicant;
- KW* ☒ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- KW* ☒ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- KW* ☒ 7. List of all franchises awarded to the applicant and the status of those franchises;

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

- KW* ☒ 8. List of all franchises applied for which were not granted during the previous five-year period;
- ☐ 9. Written response to selection criteria as follows:
1. The public need for the proposed franchise or franchise transfer
 2. The financial ability of the applicant to perform
 3. Such other matters or information regarding the applicant or proposed franchise that the City Commission may determine relevant in its legislative discretion;
- KW* ☒ 10. Applicant shall maintain in full force and effect the insurance coverages required by Exhibit "A" of City of Ormond Beach Resolution No. 2021-144 and any subsequent amendments thereto. Commercial General Liability coverage shall be \$1 million each occurrence, \$1 million aggregate products and completed operations and \$50,000 fire damage (any one fire).
- ☐ 11. An applicant for an initial franchise, or a material modification of an existing franchise, or a transfer of a franchise shall file the original and ten (10) copies of the application with the City Clerk, or his or her designee. Any transfer of more than twenty-five (25) percent of the ownership of the franchisee shall be deemed to be a "transfer of a franchise."
- KW* ☒ 12. Contemporaneously with the filing of an application for an initial franchise, the applicant shall remit to the City a nonrefundable application fee in the amount of two thousand five hundred dollars (\$2,500.00); and contemporaneously with the filing of an application for a material modification of an existing franchise, or a transfer of a franchise, the applicant shall remit to the City, unless otherwise prohibited by law or waived by the City, a nonrefundable application fee in the amount of one thousand five hundred dollars (\$1,500.00). "Material modification" shall mean a change in any term or condition that substantially or materially affects any right or obligation of the franchisee or City under a franchise.
- ☐ 13. Within ten (10) business days after the filing of an application, the applicant shall furnish a complete copy of the application to all other collectors of construction and demolition debris that have franchises in the City. The copy shall be furnished by personal delivery or sent by certified mail, return receipt requested, to the principal business office of such other collectors of construction and demolition debris.

Definitions:

1. Applicant: a person or corporation applying to the City of Ormond Beach for a non-exclusive franchise to provide construction and demolition roll-off containers and/or collect construction and demolition debris within the City for hire, remuneration or other consideration.
2. Franchisee: person or corporation to whom the City has issued a non-exclusive franchise to provide roll-off containers for construction and demolition services and/or to provide construction and demolition debris collection and disposal services to properties in the City.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Applicant agrees to comply with all applicable provision of the City of Ormond Beach, Florida, Code of Ordinances Chapter 10, Article IV, as may be amended.

Kandi Winfrey

Applicant name (print or Type)

Kandi Winfrey

Applicant signature

12/18/2023

Application submission date

Dennis Rapp

Application received by

12/27/2023

date

Dennis Rapp

Application fee received by

1957

check number

12/18/2023

check date

[Signature]

Approved City Manager/designee signature

12/27/23

date

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

**Affidavit
ACKNOWLEDGMENT OF BUSINESS TYPE**

The below named person, as applicant or legal representative for applicant, does hereby certify that all required information has been attached to the application and becomes a part thereof.

Applicant or applicant's legal representative agrees that applicant will comply with all provisions of the City of Ormond Beach Code of Ordinances, the laws, rules, ordinances and regulations of Volusia County, the State of Florida, and the United States of America.

BUSINESS ADDRESS OF APPLICANT:

Address: 881 Signature Dr Suite 101
City: Orange City State: FL Zip: 32763
Telephone No.: 386-775-5385 Fax No.: _____
Federal ID No.: 59-3540038

SIGNATURE OF APPLICANT:

If an Individual: Kandi Winfrey, doing business
Signature

as GEL Recycling LLC

If a Partnership: _____ by: _____,
General Partner Signature

If a Corporation: _____
Corporate Name

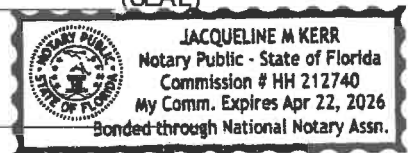
(a _____ Corporation)

by: _____
Signature

Title: _____

Attest: _____ (SEAL)
Corporate Secretary

NOTARY PUBLIC: _____



STATE OF: Florida COUNTY OF: Volusia
The foregoing instrument was acknowledged before me this _____ day of the year _____, by _____
who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Jacqueline Kerr

NOTARY NAME, PRINTED, TYPED, OR STAMPED: Jacqueline Kerr

Commission Number: HH212740 My Commission Expires: 4/22/24

GEL RECYCLING

City of Daytona Beach
Public Works Department
Construction & Demolition Roll off Services Franchise Application

To whom it may concern:

Owner: Milton E Evans Jr

Address: 1200 S Leavitt Ave Orange City, FL 32763

Equipment: Roll-off trucks# GR02, GR18, GR28

Collection service: the collection of construction debris and recyclables processed at:

GEL Recycling-1200 S Leavitt Ave Orange City, FL 32763

Grand Ave Recycling and Disposal-480 Grand Ave Deland, FL 32720

Franchises: City of New Smyrna Beach, City of Palm Coast, City of Sanford, City of Lake Mary

Sincerely,

Kandi Winfrey

Kandi Winfrey
GEL Recycling



881 Signature Dr
Suite 101
Orange City, FL
32763

PHONE (386)775-5385
EMAIL kandi@gelrecycling.com
WEBSITE gelrecycling.com

2023 / 2024

Volusia County Business Tax Receipt

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



Account #: 200310100005

Expires: September 30, 2024

Business Location: 1200 S LEAVITT AVE

Business Name: GEL RECYCLING, LLC

Owner Name: GEL RECYCLING LLC

Mailing Address: 1200 S LEAVITT AVE
ORANGE CITY, FL 32763

BUSINESS TYPE	REQ DOC #	CODE	COUNT	TAX
Business Service		471	3	\$22.00

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

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

Volusia County Business Tax Receipt

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

DATE PAID: 07/10/2023

RECEIPT #: 503155

TOTAL TAX: \$22.00

PENALTY: \$0.00

TOTAL PAID: \$22.00



Business Name: GEL RECYCLING, LLC

Owner Name: GEL RECYCLING LLC

Mailing Address: 1200 S LEAVITT AVE
ORANGE CITY, FL 32763

Account #: 200310100005

Expires: September 30, 2024

Business Location: 1200 S LEAVITT AVE

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

2023 FLORIDA LIMITED LIABILITY COMPANY ANNUAL REPORT

DOCUMENT# L19000028590

Entity Name: GEL RECYCLING, LLC

Current Principal Place of Business:

1200 S. LEAVITT AVE
ORANGE CITY, FL 32763

Current Mailing Address:

1200 S. LEAVITT AVE
ORANGE CITY, FL 32763 US

FEI Number: 59-3540038

Certificate of Status Desired: Yes

Name and Address of Current Registered Agent:

RABITAILLE, REGINA
390 N. ORANGE AVE., STE 1400
ORLANDO, FL 32801 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 MGR
Name EVANS, MILTON E JR.
Address 1200 S. LEAVITT AVE
City-State-Zip: ORANGE CITY FL 32763

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: EVANS,MILTON E.JR.

MGR

01/10/2023

Electronic Signature of Signing Authorized Person(s) Detail

Date



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 7.N

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	City Manager		
Subject:	City Manager's Monthly Report, January 2024		
Summary:	The following reports provide information regarding the City's capital improvement projects, building permits and development activity, and economic development activities and trends. (The next financial report will be in February.)		
Financial Impact:	None		
Citizen Impact:	None		
Recommended Action (Staff, Advisory Board and/or Other):	This report is for informational purposes. Additional information provided upon request.		
Staff Contact:	Joyce Shanahan, City Manager, (386) 676-3200		
Attachments:	1. Capital Improvements Projects, Status Report - December 2023 2. Economic Development Report - December 2023 3. Development Activity Report - December 2023 4. Building Permit Activity - December 2023		
Approval:	Kelly McGuire, Finance Director 1/8/2024 Claire Whitley, Assistant City Manager 1/9/2024 Joyce Shanahan, City Manager 1/17/2024		

CIP Status Report as of January 3, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 104 - TIF							
Cassen Park Improvements		Design/Bidding	45%		\$ 203,000	\$ 202,155	26%
		Construction	0%		\$ 865,000		
		Total			\$ 1,068,000	\$ 202,155	
Downtown Upgrades/Improvements City Hall Landscaping		Design/Bidding	100%			In-House	
		Construction	0%		\$ 60,000	\$ 154,699	
		Total			\$ 60,000	\$ 154,699	
Downtown East Granada Utility Undergrounding		Design/Bidding	100%		\$ 20,000	\$ 27,500	100%
		Construction	0%		\$ 100,000	\$ 991,928	0%
		Total			\$ 120,000	\$ 1,019,428	
Fund 107 - Stormwater							
Fleming Avenue Stormwater Improvements	HMGP	Design/Bidding	95%				
		Construction	0%				
		Total			\$ -	\$ -	
Fund 110 - Economic Development							
Business Park Drive Ph II		Design/Bidding	100%		\$ 195,000	\$ 104,695	100%
		Construction	0%		\$ 1,112,000		
		Total			\$ 1,307,000	\$ 104,695	
Fund 301 - General Fund							
CDBG North Ridgewood Sidewalk Improvements	CDBG 100%	Design/Bidding	100%	6/6/2023		In-House	
		Construction	95%		\$ 151,165	\$ 118,224	35%
		Total			\$ 151,165	\$ 118,224	
PD Roof Replacement		Design/Bidding	100%			In-House	
		Construction	95%		\$ 345,000	\$ 318,744	0%
		Total			\$ 345,000	\$ 318,744	
PD HVAC Upgrades		Design/Bidding	100%	7/19/2022	\$ 37,000	\$ 37,416	86%
		Construction	40%		\$ 225,000	\$ 598,596	26%
		Total			\$ 262,000	\$ 636,012	
PAC Renovations	ECHO \$600,000	Design/Bidding	100%	3/21/2023	\$ 77,000	\$ 76,536	90%
		Construction	95%		\$ 1,630,000	\$ 1,726,865	79%
		Total			\$ 1,707,000	\$ 1,803,401	
Fund 308 - Transportation							
Doug Thomas Way Extension		Design/Bidding	100%		\$ 90,000	\$ 88,800	99%
		Construction	0%		\$ 792,000	\$ 908,015	0%
		Total			\$ 882,000	\$ 996,815	
Fund 317 - Facility R & R Fund							
Outdoor Fitness Station-Nova Community Park		Design/Bidding	100%	5/16/2023		In-House	
		Construction	40%		\$ 97,000	\$ 96,735	0%
		Total			\$ 97,000	\$ 96,735	

CIP Status Report as of January 3, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Fund 409 - Water/Wastewater System Improvements							
Shadow Crossings Reuse Pump Facility Upgrades		Design/Bidding	72%		\$ 46,000	\$ 46,390	52%
		Construction	0%		\$ 240,000	\$ 187,860	0%
		Total			\$ 286,000	\$ 234,250	
WTP Aeration Rehab		Design/Bidding	0%		\$ 2,200,000		
		Construction	0%				
		Total			\$ 2,200,000	\$ -	
WRF Upgrades		Design/Bidding	100%		\$ 136,000	\$ 135,642	91%
		Construction	5%		\$ 2,000,000	\$ 1,068,700	0%
		Total			\$ 2,136,000	\$ 1,204,342	
SR40 FM Addition to WM Loop		Design/Bidding	0%		\$ 75,000	\$ 104,275	0%
		Construction	0%		\$ -		
		Total			\$ 75,000	\$ 104,275	
Fund 433 - Reuse Impact Fee Fund							
Airport Road Reclaimed Water Main PH 2 - Topographic Route Survey	SJRWMD & FDEP	Design/Bidding	100%		\$ 150,000	\$ 81,840	100%
		Construction	0%				
		Total	0%		\$ 1,100,000		
Fund 434 & 435 - Water/Wastewater Impact Fee Funds							
Hudson Wellfield Expansion		Design/Bidding	70%		\$ 300,000	\$ 292,964	70%
		Construction	0%		\$ 1,300,000		
		Total	0%		\$ 1,600,000	\$ 292,964	
Septic to Sewer - Oak, Magnolia & Bonita	FDEP	Design/Bidding	0%		\$ 160,000	\$ 83,760	0%
		Construction	0%		\$ 1,440,000		0%
		Total	0%		\$ 1,600,000	\$ 83,760	
WRF Ultraviolet Disinfection Conversion	FDEP (const only)	Design/Bidding	58%		\$ 270,000	\$ 272,800	58%
		Construction	0%		\$ 2,430,000		0%
		Total	0%		\$ 2,700,000	\$ 272,800	
Hurricanes IAN & NICOLE - FEMA							
Hurricane Ian-Roof Replacement Bailey Riverbridge		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 70,748	0%
		Total			\$ -	\$ 70,748	
Hurricane Ian-Shade Structure Replacements		Design/Bidding	100%			In-House	
		Construction	0%		\$ -	\$ 146,100	0%
		Total			\$ -	\$ 146,100	
Hurricane Ian-ARBP Seawall		Design/Bidding	10%			\$ 93,965	10%
		Construction	0%		\$ -		
		Total			\$ -	\$ 93,965	

CIP Status Report as of January 3, 2024

Project Name	Grant Funded	Phase	Timeline		Budget		
			Percent Complete	Date Complete	Budget Amount	Contract Amount	Percent Spent
Annual Projects Fund 107 - Stormwater							
Stormwater Construction - Arbor Drive South		Design/Bidding	100%			In-House	
		Construction	5%		\$ 250,000	\$ 185,804	0%
		Total			\$ 250,000	\$ 185,804	
Annual Projects Fund 308 - Transportation							
2023 Roadway Resurfacing		Design/Bidding	100%	7/18/2023		In-House	
		Construction	95%		\$ 750,000	\$ 1,023,129	4%
		Total			\$ 750,000	\$ 1,023,129	
2023 Sidewalk Repair/Replacement Spring Meadows		Design/Bidding	100%			In-House	
		Construction	90%		\$ 302,500	\$ 108,714	52%
		Total			\$ 302,500	\$ 108,714	
Annual Projects Fund 409 - Water/Wastewater System Improvements							
2023 Lift Station Rehabilitation 11M & OBSC3		Design/Bidding	100%	5/2/2023		In-House	
		Construction	15%		\$ 350,000	\$ 398,250	0%
		Total			\$ 350,000	\$ 398,250	
2023 Lift Station Rehabilitation - 4P Construction deferred to FY 24/25		Design/Bidding	62%		\$ 165,000	\$ 164,612	62%
		Construction	0%				
		Total			\$ 165,000	\$ 164,612	



Economic Development Monthly Report

December, 2023

Ormond Beach
November Employment

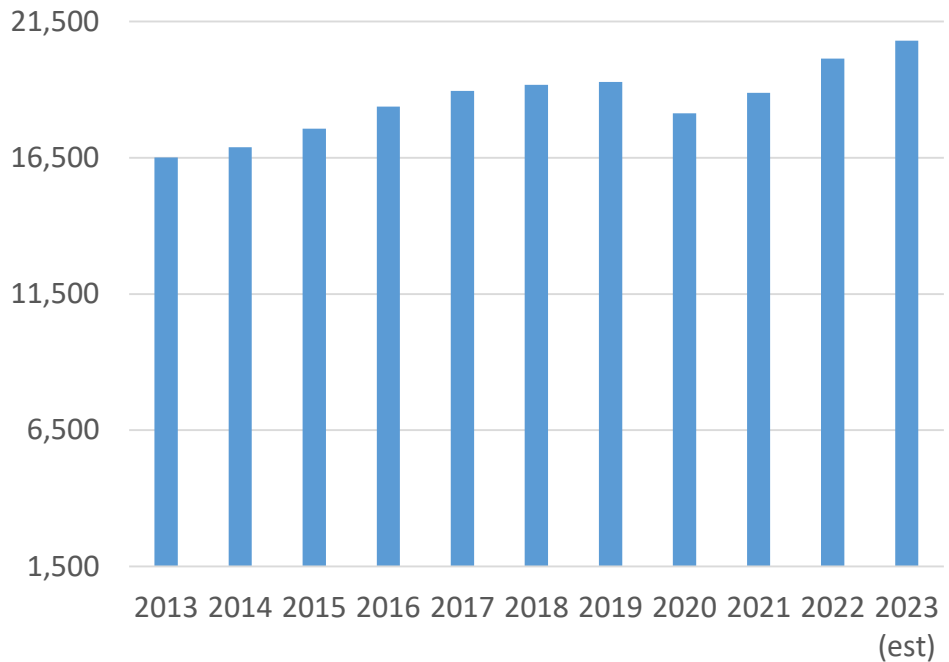
20,795

This is up 3.1% from last year

Ormond Beach
Unemployment Rate

3.1%

Ormond Beach Employment Trend



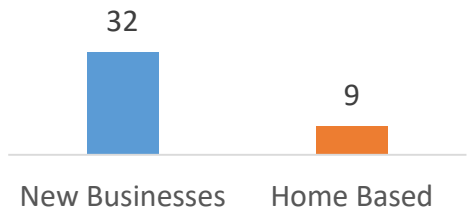
Total Permits Issued
December

478

Permit Valuation for
December

\$17.7m

Total Business Tax
Receipts in December



Commercial Real Estate Key Indicators

Current Quarter	RBA	Vacancy Rate	Market Rent	Availability Rate
Office	1,705,099	2.6%	\$22.73	2.5%
Industrial	2,976,601	0.2%	\$11.26	0.6%
Retail	4,133,809	3.4%	\$17.76	3.5%

*RBA = Rentable Building Area The number shown is the total RBA for all buildings in that asset class in Ormond Beach.



This Month's Takeaways

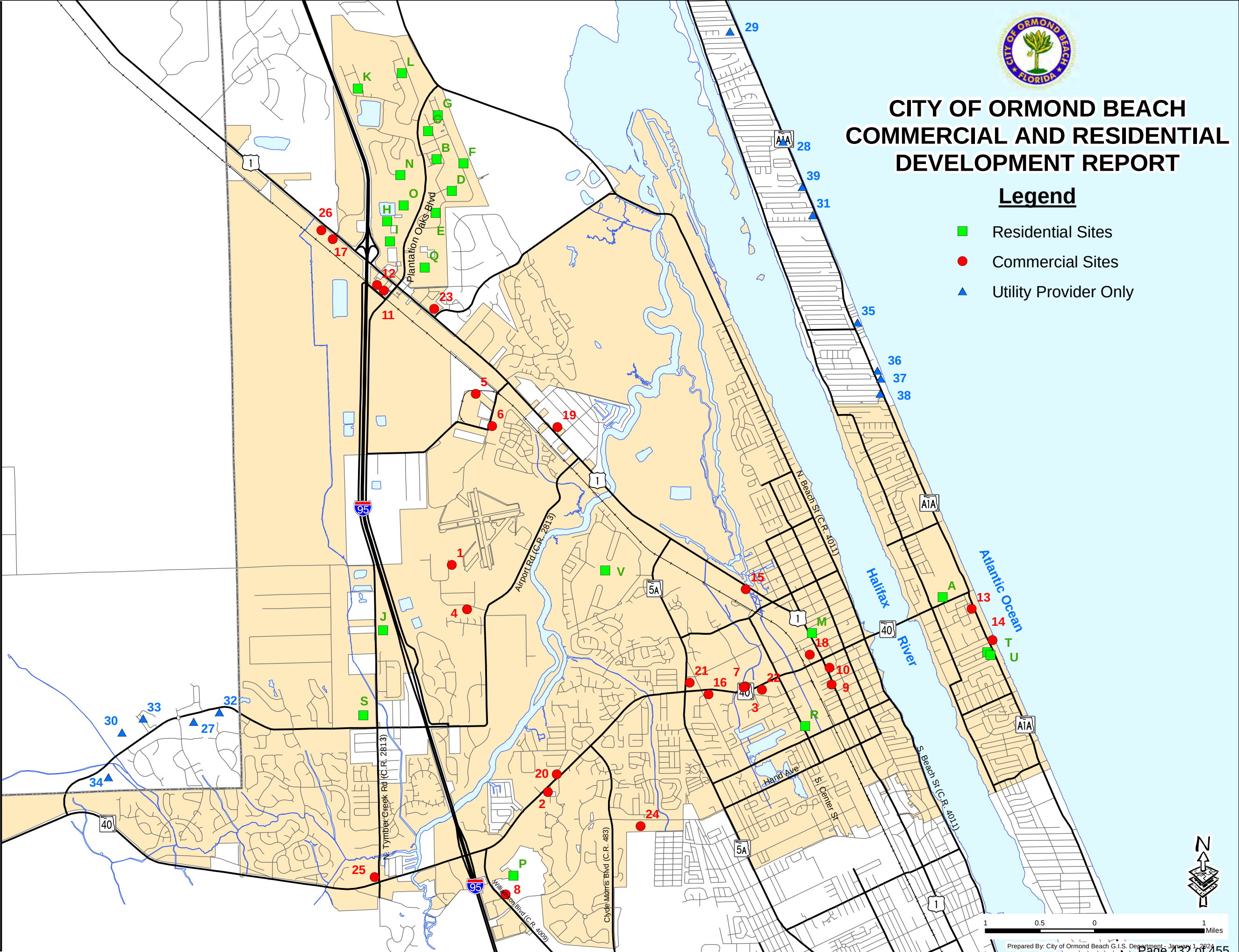
December, 2023

Notes and Updates:

- **Employment for November** was 20,795 up 3.1% from the same month last year. The unemployment rate is 3.1%. Since January 2023 employment was up 502.
- **Permits and Business Tax Receipt** data through November indicate total permits issued since January is 5,758 with an associated construction value of \$154.6 million. Business Tax Receipts to new commercial businesses in Ormond Beach since January is 251 for bricks and mortar locations and 96 for Home Based Businesses.
- **The commercial real estate market** remains competitive regionally. Vacancy is low among all asset classes especially within industrial and retail. Vacancy rates continue to tighten as inventory among industrial space is harder to find. Rental rates continue to have year-over-year increases as supply is tighter demand increases. There has been high activity generally across the Volusia County area within commercial real estate.
- **Two Ormond Beach manufacturers received recognition** and awards at the 43rd Annual VMA Awards Banquet in December. Command Medical received the Social Responsibility Award; ABB Installation Products Ormond Beach was awarded the Manufacturer of the Year. Employees from Germfree and ABB received awards recognizing their individual achievements in the field of manufacturing.
- **The City of Ormond Beach Economic Development** launched a new data dashboard on its website. The Dashboard is a go-to resource for the business community, partners, and site selectors looking for key demographic, workforce, and economic data for Ormond Beach and the region [Economic Development Data Dashboard | City of Ormond Beach, FL - Official Website](#)
- **Ormond Beach business entrepreneurs** have an advantage with access to SizeUp Ormond Beach is a free tool available to Ormond Beach businesses that allows small businesses access to data and market research to rank their business performance to industry competitors. The tool can also be used to identify suppliers and Business to Business customers. It can be accessed at the following link: <https://sizeup.info/ormondbeach>
- **Two new articles have been published** promoting resources for entrepreneurs and availability of skilled workforce. The articles can be accessed here: [Ormond Beach Economic Development News and Articles | City of Ormond Beach, FL - Official Website](#)

Thank you,
Brian Rademacher
Economic Development Director

RESIDENTIAL PROJECT	
A	121 East
B	Archers Mill Phase 1
C	Archers Mill Phase 2 - Preliminary Plat
D	Archers Mill Phase 3 - Preliminary Plat
E	Archers Mill Phase 4 - Preliminary Plat
F	Archers Mill Phase 5 - Preliminary Plat
G	Archers Mill Phase 6 - Preliminary Plat
H	Bradford Lakes
I	Bradford Park
J	Enclave - Preliminary Plat
K	Fountain View Phase 1B
L	Fountain View Phase 1C
M	Ormond Enclave (FKA Courtyards)
N	Plantation Oaks - 2C
O	Plantation Oaks - 2D
P	Regal Multifamily
Q	Ridgehaven
R	Stanton Grove
S	Tattersall at Tymber Creek
T	Tides Edge
U	Tides at Ormond Beach - Final Plat
V	Tomoka Reserve - ZMA to R-2
COMMERCIAL PROJECTS	
1	Beach House Graphics
2	Complete Cardiology Expansion
3	Culvers Restaurant
4	Germfree Driveway Expansion
5	Halifax Paving Office
6	Hull Road RV & Boat Storage
7	IHOP
8	Love Whole Food Expansion
9	MetroNet
10	Mister Car Wash
11	North Interchange Industrial Flex Space
12	North Interchange Self Storage
13	Ocean Club Ormond Beach
14	Ormond Beach Holdings LLC
15	Ormond Beach Self Storage
16	Ormond Central Self Storage
17	Ormond Gateway Revision
18	Perrott Depot Revision
19	Public House Restaurant
20	Revella at Ormond Beach ALF
21	Splash Car Wash
22	Shoppes at Granada Pointe
23	Stor - It
24	Tomoka Christian Church
25	Walgreens/Commerical Area Improvements
26	Wawa
ORMOND BEACH - UTILITY PROVIDER ONLY	
27	Amberwoods
28	Baileys by the Sea
29	Beachview Cove
30	Brookside at Ormond Station
31	Corinthian Villas
32	Hunters Ridge Storage Site
33	Iris Subdivision (Flagler)
34	Ironwood
35	Regency Plaza Condominium
36	Sands Point Condominium
37	Surf Side Club South
38	Surf Style
39	Villas at Spanish Waters



City of Ormond Beach Commercial Development Report, as of January 1, 2024

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

#	Project	Change in project status								Project nearing completion								Projects reviewed this month		
		Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
1	BEACH HOUSE GRAPHICS 7/9 East tower Circle PZ# 2023-027	Expansion on an existing site of 11,500 square feet and associated site improvements	02.15.23	02.23.23	04.06.23			Not applicable	Not applicable	Not applicable	04.17.23	04.17.25		In review	\$1,293,471	Issued 09.14.23	\$137,720	20%		E = Mark Dowst & Associates, Inc. O = Beach House Graphics ARC = BPF Design Inc.
2	COMPLETE CARDIOLOGY EXPANSION 1240 West Granada Boulevard PZ# 2022-090	Enclosing of the former bank drive through with new building square footage totaling 4,326 square feet and associated site improvements. Total building square footage = 12,714. Acreage = 1.49.	07.29.22	08.14.22	11.21.22			Not applicable	Not applicable	Not applicable	12.13.23 revision 07.25.23	12.13.25		Issued 04.01.23	\$1,726,850	Issued 03.15.23	\$58,000	25%		E = Zev Cohen & Associates, Inc. O = Complete Cardiology, LLC ARC = BPF Design Inc.
3	CULVER'S RESTAURANT 655 West Granada Boulevard PZ# 2023-008	Construction of a 4,460 square foot drive-thru restaurant on a vacant 3.04 acre parcel. Part of Granada Pointe PBD.	11.04.22	11.20.22	12.23.22	02.01.23	02.21.23	Not applicable	Not applicable	Not applicable	02.27.23	02.27.25		Early Review	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC APP = Jemini Investments, LLC
4	GERMFREE DRIVEWAY EXPANSION 4 Sunshine Boulevard PZ-23-00000087	Addition of two new driveways to existing facility	09.29.23	10.10.23				Not applicable	Not applicable	Not applicable	11.06.23			In review	\$178,000	Approved	\$83,000			E = Mark Dowst & Associates, Inc. O = Griffin Fund 3 Bidco, Inc.
5	HALIFAX PAVING OFFICE 860 Hull Road PZ# 2023-013	Construct a new 8,800 square foot office. Property currently in unincorporated Volusia County.	12.20.22	01.17.23	03.27.23	05.02.23		Not applicable	Not applicable	Not applicable	06.06.23	Under Constr.		Issued 07.21.23	\$1,500,000	Issued 06.09.23	\$390,000	80%		E = Parker Mynchenberg & Associates, Inc. O = Halifax Paving
6	HULL ROAD RV & BOAT STORAGE 835 Hull Road PZ# 2023-065	Storage of RV and boats. 20 parking spaces on 0.90 acres. Re-permit of expired site plan.	05.31.23					Not applicable	Not applicable	Not applicable	05.31.23	Under Constr.		Not applicable	Not applicable	Issued 06.21.23	\$26,450	0%		E = Newkirk Engineering, Inc. O = B Mill Inc
7	IHOP 675 West Granada Boulevard PZ# 2023-023	IHOP restaurant consisting of 3,550 square feet on 1.52 acres.	02.05.23	02.17.23	03.30.23	05.09.23	06.21.23	Not applicable	Not applicable	Not applicable				Early Review	Not applicable	Not applied	Not applied			E = Newkirk Engineering, Inc. APP = Sunshine Restaurant Partners O = Granada Pointe Investors, LLC
8	LOVE WHOLE FOOD EXPANSION 275 Williamson Boulevard PZ# 2021-096	Addition of a 4,765 square foot building at the existing Love Whole property and associated site improvements.	10.06.21	10.24.21	04.19.22	04.26.22		Not applicable	Not applicable	Not applicable	06.10.22; 12.19.22	Under Constr.		Issued 11.14.23	\$985,000	Issued 11.14.23	\$151,149	98%		E = Zev Cohen & Associates, Inc. O = Love Whole Foods
9	METRONET 124 South Yonge Street PZ# 2023-002	Proposed 344 square foot concrete unmanned fiberoptic communication hut.	10.28.22	11.15.22	01.17.23			01.23.23	Not applicable	Not applicable	1.27.23	Under Constr.		Issued 02.24.23	\$180,000	Issued 02.02.23	\$180,000	85%		E = Metro Fibernet LLC O = Coast to Coast Construction
10	MISTER CAR WASH 49 South Yonge Street PZ# 2023-045	Modifications to existing car wash. Close driveway entrance on US1, add vacuum stalls, add landscaping.	03.29.23	04.06.23	05.12.23	08.25.23		Not applicable	06.08.23 (Approved)	07.18.23 (Approved)	09.06.23	09.06.25		Submitted	\$10,000	Issued 12.01.23	\$250,000	60%		E - Caprine O = National Retail Properties, LP
11	NORTH INTERCHANGE INDUSTRIAL FLEX SPACE 520 Flagler Road PZ# 2022-076	Proposed two 11,999 square foot industrial flex space buildings on 2.34 acres and associated site improvements.	06.29.22	07.18.22	08.16.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.17.22	11.17.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
12	NORTH INTERCHANGE SELF STORAGE 540 Flagler Road PZ# 2022-075	Proposed 4-story self storage facility (110,900 square feet) with 28 RV and boat parking spaces on 3.40 acres and associated site improvements.	06.30.22	07.18.22	08.17.22	09.01.22		Not applicable	09.08.22, Recommended for Approval (5-0)	10.18.22 (Approved) & 11.01.22	11.22.22	11.22.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc. O = BHT Holdings, LLC
13	OCEAN CLUB ORMOND BEACH 88 South Atlantic Avenue PZ# 2019-026	Demolition of existing building (10,866 SF) and construction of a new retail shop (8,596 SF) and related site improvements.	01.15.19	01.31.19	06.06.19	06.03.21		06.19.19	07.11.19	08.20.19 & 11.05.19 - Approved	08.08.21	Under Constr.		Issued 11.03.22	\$1,800,000	Issued 12.07.22	\$549,000	92%		E = The Performance Group O = 88 South Atlantic, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
14	ORMOND BEACH HOLDINGS LLC 251 South Atlantic Avenue PZ #22-018(b)	Proposed five story, 95,700 square foot hotel with 137 rooms, associated driveways, parking (108 spaces east of SRA1A and 62 spaces west of SRA1A) stormwater, utilities, signage, lighting, landscaping, public sidewalk and ADA beach access, and hotel related beach access	03.09.22	04.04.22	06.13.22	08.24.22	09.07.22; 01.31.23	09.14.22	12.05.22 Approved 5-0	01.10.23 & 01.24.23 Approved	05.24.23	05.24.25		Early Review	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
14	ORMOND BEACH HOLDINGS LLC AMENDMENT 251 South Atlantic Avenue PZ #22-018(b)	Planned Development Amendment to remove the requirement for inclusion of beach approach improvements	12.26.23	DUE 01.09.24				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Parker Mynchenberg & Associates, Inc. APP/O = Ormond Beach Holdings, LLC
15	ORMOND BEACH SELF STORAGE 490 N. U.S. Highway 1 PZ #2023-021	Proposed 166,423 of storage square footage on 24.28 acres and associated site improvements.	01.27.23	02.20.23	06.07.23			Not applicable	Not applicable	Not applicable	10.28.23	10.28.25		Early Review	A = \$9,039,174 B= \$240,741 C= \$665,681 D= \$294,240 E= \$294,240 F= \$9,796,008 G= \$1,035,710	Not applied	Not applied			E = Mark Dowst & Associates, Inc. O = TSO Ormond Beach, LP ARC = Smith Boland Architects, LLC
16	ORMOND CENTRAL SELF STORAGE 768 West Granada Boulevard PZ# 2022-092	Proposed three story building for a 106,140 square foot climate controlled self-storage facility. Overall building square footage allowed of 131,140 on 8.73 acres.	08.07.22	08.25.22	11.20.22	12.17.22		09.13.22 and 10.20.22	12.08.22 - Approved 5-0	01.24.23 (Approved) & 02.07.23	02.10.23	02.10.25		Issued 10.19.23	\$13,488,271	Issued 10.19.23	\$523,892	10%		E = Newkirk Engineering, Inc. APP = Ormond Beach Dunamis Storage, LLC O = Ormond Central Investors, LLC
17	ORMOND GATEWAY REVISION 1670 North U.S. Highway 1 PZ# 2023-025	Development of an eight lot commercial subdivision and associated site improvements.	02.07.23	02.20.23				Not applicable	03.09.23 Approved	04.18.23 Approved				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates, Inc. O = Destination Interchange, LLC
18	PERROTT DEPOT REVISION 29 North Perrott Drive PZ #2021-029	Add additional storage building of 4,972 square feet	01.18.23	02.07.23	05.02.23			02.17.21	Not applicable	Not applicable	05.29.23	Under Constr.		Issued 07.16.23	\$613,247	Issued 07.11.23	\$100,000	5%		E = Newkirk Engineering, Inc. O = Hand & Yonge, LLC ARC = BPF Design, Inc.
19	PUBLIC HOUSE RESTAURANT 1113 & 1117 North U.S. Highway 1 PZ-23-00000048	Proposed 6,316 square foot restaurant and site improvements	04.26.23	05.11.23	08.04.23	11.22.23		10.30.23	Not applicable	Not applicable				Not applied	Not applied	Not applied	Not applied			E = Engineered Permits, Inc. O = Lee Munizzi
20	REVELLA AT ORMOND BEACH ALF 1211 West Granada Boulevard PZ# 2021-073	150 resident Assisted Living Facility, 120,501 SF on 5.54 acres and associated site improvements	05.29.21	06.27.21	08.31.21			06.28.21	Not applicable	Not applicable	09.28.21	Under Constr.		Issued 11.08.22	\$29,723,266	Issued 04.26.22	\$2,184,284	85%		E = Mark Dowst & Associates, Inc. O = 1245 Blvd. Investors, LLC APP = Ormond Beach Investments, LLC
21	SPLASH CAR WASH 55 North Nova Road PZ# 2022-041	Redevelopment of a 2.53 acre parcel of a vacant church for a full service car wash with a 9,956 square foot building.	04.27.22	05.11.22	06.06.22	07.29.22	08.10.22	Not applicable	06.09.22 Approved	07.19.22 & 08.03.22 Approved	05.16.23	Under Constr.		Issued 06.08.23	1,500,000	Issued 05.08.23	\$976,942	70%		E = Upham Engineering O = Port Orange Investors, LLC APP = Ormond Car Wash Investments, LLC
22	SHOPPES AT GRANADA POINTE 550 West Granada Boulevard PZ-23-00000082	Construction of a 21,114 square foot building on 2.52 acres within the Granada Pointe development and associated site work.	09.22.23	10.06.23	11.18.23	DUE 01.04.24		Not applicable	Not applicable	Not applicable				In review	\$2,030,000	Not applied	Not applied			E = Newkirk Engineering, Inc. O = Granada Pointe Investors, LLC ARC = BPF Design, Inc.
23	STOR-IT 1405 North US Highway 1 PZ# 2022-096	Proposed indoor self-storage facility of 123,534 square feet (three stories) on 5.26 acres and associated site improvements.	08.11.22	08.29.22	11.09.22	03.21.23		11.17.22	12.08.22 Approve 5-0	01.24.23 (Approved) & 02.07.23	04.20.23	Under Constr.		Issued 10.17.23	\$7,000,000	Issued 06.13.23	\$821,773	40%		E = Parker Mynchenberg & Associates, Inc. O = Vanacore Commercial Property, Inc.
24	TOMOKA CHRISTIAN CHURCH 1450 Hand Avenue SPRC-2024-000005	Proposed construction of a new ±20,000 square feet 2 story building for a thrift shop, food pantry and care center to include the associated infrastructure	12.07.23	12.21.23				Required	Required	Required				Not applied	Not applied	Not applied	Not applied			E = Zev Cohen & Associates O = Tomoka Christian Church
NA	VALIANT DINER, Phase 4 15 W Tower Circle PZ-22-027	Phase 4 building of 11,500 square feet	Previously approved					Not applicable	Not applicable	Not applicable	11.14.22	Under Constr.		Issued 12.21.23	\$1,279,800	Approved	\$150,000	0%		E = Zev Cohen & Associates, Inc. O = Valiant Equipment, LLC
25	WALGREENS/COMMERCIAL AREA IMPROVEMENTS 2001 West Granada Boulevard PZ# 2022-038	Modifications to the access to West Granada Boulevard and stormwater improvements to Walgreens site	03.21.22	04.05.22	04.22.22	06.03.22	06.28.22	Not applicable	Not applicable	Not applicable	07.14.22	07.14.24		Not applied	Not applied	Not applied	Not applied			E = Newkirk Engineering, Inc.
26	WAWA 1670 North U.S. Highway 1 PZ# 2023-076	Pending submittal. Proposed 6,119 square foot convenience store with 20 fueling stations and associated site improvements.	08.01.23	08.15.23				Not applicable	Not applicable	Not applicable				Early Review	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC
26	WAWA 1670 North U.S. Highway 1 PZ-2024-000005	Special Exception for authorization of an electronic display feature for gasoline pricing for the proposed WaWa	12.07.23	DUE				Not applicable	02.08.24	03.19.24				Not applied	Not applied	Not applied	Not applied			E = Kelly, Collins & Gentry, Inc. APP = WaWa, Inc. O = Destination Interchange, LLC

Applications, site plans, and public hearing documents may be viewed at the Planning Department website: <http://fl-ormondbeach.civicplus.com/index.aspx?NID=247>

		Change in project status								Project nearing completion								Projects reviewed this month		
#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Building Permit Info	Building Permit Value	Eng. Permit	Eng. Permit Constr. Value	Under Construc- tion	CO Issued	E or Arc = Project Engineer or Architect O = Owner A = Applicant
Ormond Beach is Utility Provider Only																				
27	AMBERWOODS Flagler County PZ-23-0000078	Utility connection, Flagler County for 40 lots on 24.26 acres	07.31.23	08.15.23	11.06.23	12.18.23	DUE 01.04.24	Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
28	BAILEYS BY THE SEA 2360 Ocean Shore Boulevard SPRC-2024-000003	Utility connection, Ormond By the Sea, 5 multi-family buildings units with 32 total units	11.02.23								11.26.23			Not applicable	Not applicable	Not applied	Not applied			O = Trisha Bailey E = Kimley-Horn & Associates APP = Jeannimarie, LLC
29	BEACHVIEW COVE 2960 Ocean Shore Boulevard PZ #2021-094	Utility connection of 28 lots on 7.81 acres in Ormond by the Sea area.	08.19.21	09.06.21	10.01.21	10.31.21	09.24.23 revision	Outside City	Outside City	Outside City	11.22.21	Under constr.		Not applicable	Not applicable	Issued 10.18.2023	\$711,679.47	10%		E = Alliant engineering, Inc. O = Seagate Communities, LLC
30	BROOKSIDE AT ORMOND STATION Flagler County SPRC-2024-000004	Flagler County utility connection, 162 lots on 53.16 acres	11.21.23	12.11.23										Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
31	CORINTHIAN VILLAS PZ# 2023-011 1926 Ocean Shore Boulevard	Utility connection for existing multi-family development.	11.29.22	12.06.22	07.10.23			Outside City	Outside City	Outside City	08.08.23	08.08.25		Not applicable	Not applicable	Issued 09.15.23	\$356,177	0%		E = Clearwater Solutions, LLC O = Corinthian Villas
32	HUNTER'S RIDGE STORAGE SITE 2730 Airport Road PZ# 2022-100	Flagler County utility connection for self-storage facility. Building square footage = 102,214 on 10.44 acres	09.19.22	09.27.22				Outside City	Outside City	Outside City	12.20.22	12.20.24		Not applicable	Not applicable	Issued 08.03.23	\$22,590	0%		E = Alann Engineering Group O = Preston Court II, LLC
33	IRIS SUBDIVISION (FLAGLER) PZ# 2021-071 Flagler County	Utility connection for 76 single-family homes. Flagler County (Hunter's Ridge).	05.12.21	06.07.21	10.29.21			Outside City	Outside City	Outside City	01.10.22	Under constr.		Not applicable	Not applicable	Issued 11.02.23	\$809,314	40%		E = Alann Engineering Group O = U.S. Capital Alliance, LLC
34	IRONWOOD PZ#23-090 Flagler County	Utility connection for 63 single-family homes. Flagler County (Hunter's Ridge).	10.19.23	11.06.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Alann Engineering Group O = U.S. Capital Alliance, LLC
35	REGENCY PLAZA CONDOMINIUM 1415 Ocean Shore Boulevard PZ# 2022-104	Sewer connection for an existing 133 multi-family condominium.	09.13.22	09.27.22				Outside City	Outside City	Outside City	11.07.22	11.07.24		Not applicable	Not applicable	Approved	\$257,165			E = Saltus Engineering, Inc. O = Regency Plaza Condominium
36	SANDS POINT CONDOMINIUM 1167 Ocean Shore Boulevard PZ# 2022-103	Sewer connection for an existing 20 multi-family condominium.	10.03.22	10.22.22				Outside City	Outside City	Outside City	11.14.22	11.14.24		Not applicable	Not applicable	Issued 11.03.23	\$148,490	0%		E = Robert Marshall. P.E. O = Sands Point Condominium
37	SURFSIDE CLUB SOUTH 1133 Ocean Shore Boulevard #PZ-23-086	Sewer connection for an existing 76 multi-family condominium.	09.29.23	10.10.23				Outside City	Outside City	Outside City				Not applicable	Not applicable	Not applied	Not applied			E = Saltus Engineering, Inc. O = Surfside Club South Condo Association
38	SURF STYLE 1054 Ocean Shore Boulevard PZ# 2022-006	Volusia County project. Development of a 10,890 building. SPRC review is for the utility connection.	11.16.21	11.29.21				Outside City	Outside City	Outside City	01.10.22	01.10.24		Not applicable	Not applicable	Not applied	Not applied			E = Zev Cohen and Associates, Inc. O = 1054 Ocean Shores Blvd, LLC
39	VILLAS AT SPANISH WATERS 2120 Ocean Shore Boulevard PZ# 2023-053	Volusia County project. Provide utilities for an 18 unit townhome project	05.04.23					Outside City	Outside City	Outside City	05.24.23	05.24.25		Not applicable	Not applicable	Not applied	Not applied			E = The Performance Group O = Coquina Dunes, LLC

City of Ormond Beach Residential Development Report, as of January 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neigh- borhood meeting	Advisory Board	City Commis- sion	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construc- tion	E or Arc = Project Engineer or Architect O = Owner A = Applicant
A	121 EAST 121 East Granada Boulevard PZ-22-00000098	. Proposed multi-story multi-family development of 24 units	08.12.22	09.01.22	05.17.23	08.23.23		03.14.23	06.08.23 (Approved)	07.18.23 & 08.01.23 (Approved)				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Dime Rock Properties, LLC
B	ARCHER'S MILL PHASE 1 Plantation Oaks Boulevard PZ #2022-091	94 single-family lots on 42.38 acres, Plantation Oaks PRD (Phase 3)	08.01.22	08.22.22	10.18.22	01.10.23		Not Required	12.05.22 (Approved)	01.10.23 (Approved)	02.22.23; Revision 11.24.23	Under construction		Issued 02.22.23	\$4,920,754.00	60%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
C	ARCHER'S MILL PHASE 2 PRELIMINARY PLAT 313 Bracer Way PZ# 2023-051	68 lots on 25.53 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.22.23	08.08.23	09.11.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	11.10.23			Issued 11.27.23	\$1,883,146.98	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
D	ARCHER'S MILL PHASE 3 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-052	59 lots on 22.42 acres, Plantation Oaks PRD (Phase 3)	05.01.23	05.24.23	08.08.23	09.15.23		Not Required	06.08.23 (Approved)	07.18.23 (Approved)	10.17.23	10.17.25		Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
E	ARCHER'S MILL PHASE 4 PRELIMINARY PLAT Plantation Oaks Boulevard PZ# 2023-059	111 lots on 51.56 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.19.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.30.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
F	ARCHER'S MILL PHASE 5 PRELIMINARY PLAT 3343 Bonspiel Drive PZ# 2023-060	114 lots on 92.71 acres, Plantation Oaks PRD (Phase 3)	05.19.23	06.29.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Issued 11.27.23	\$1,225,490.57	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
G	ARCHER'S MILL PHASE 6 PRELIMINARY PLAT 3665 Bonspiel Drive PZ# 2023-061	78 lots on 46.54 acres, Plantation Oaks PRD (Phase 3)	05.19.23	07.10.23	09.18.23			Not Required	08.10.23 (Approved)	09.20.23 (Approved)	10.17.23			Issued 11.27.23	\$2,668,369.85	0%	E = Parker Mynchenberg & Associates, Inc. O = Forestar USA Real Estate Group Inc.
H	BRADFORD LAKES Plantation Oaks Boulevard PZ# 2023-042	80 single-family lots on 53.12 acres, Plantation Oaks PRD (Phase 4)	03.23.23	05.01.23	07.19.23	09.15.23	11.22.23	Not Required	08.10.23 (Approved)	09.20.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
I	BRADFORD PARK Plantation Oaks Boulevard PZ-23-00000074	180 townhomes and associated site improvements on 25.31 acres.	07.06.23	07.31.23	09.15.23	10.19.23	12.21.23	Not Required	01.11.24	2.20.23				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Ridge Land Holdings, LLC
J	ENCLAVE PRELIMINARY PLAT 475 North Tymber Creek Road PZ# 2023-066	12 lots on 26.17 acres.	06.05.21	06.15.23	08.08.23			Not Required	09.14.23 (Approved)	10.17.23 (Approved)							E = Zev Cohen & Associates, Inc. APP = Paylin Tymber 1 and 2, LLC
K	FOUNTAIN VIEW PHASE 1B 1700 Plantation Oaks Boulevard PZ-23-00000084	137 lots on 77.91 acres	09.22.23	10.15.23	12.12.23			Not Required	01.11.24	2.20.23							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
L	FOUNTAIN VIEW PHASE 1C 1160 Fountain View Street PZ-23-00000084	Development of a subdivision, 90.33 acres into 141 single-family fee simple lots.	12.11.23	DUE 01.02.24				Not Required	Required	Required							E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

City of Ormond Beach Residential Development Report, as of January 1, 2024

#	Project	Description	Application Date	1st Review	2nd Review	3rd Review	4th Review	Neighborhood meeting	Advisory Board	City Commission	Final Approval	DO Expiration	LDC Extension Expiration	Eng. Permit	Eng. Permit Constr. Value	Under construction	E or Arc = Project Engineer or Architect O = Owner A = Applicant
M	ORMOND ENCLAVE (FKA COURTYARDS) 135 North Yonge Street PZ# 2021-079	Construct 64 unit multi family apartment complex.	06.17.21	07.09.21	10.19.22	05.08.23	06.17.23	08.15.21; 01.17.23	06.08.23 (Approved)	07.18.23 (Approved) & 08.01.23 (Approved)				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = CST Holdings, LLC ARC = BPF Design
N	PLANTATION OAKS, 2C 2124 Esplanada Drive PZ# 2020-025	Development of 121 lots on 63.12 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	2.07.18	07.17.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$3,044,572	45%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
O	PLANTATION OAKS, 2D 2258 Chretien Drive PZ# 2020-026	Development of 84 units on 27.32 acres. Manufactured home phase. Plantation Oaks PRD (Phase 2)	12.14.17	02.12.18	08.24.18			Volusia County approval	Volusia County approval	Volusia County approval	09.20.18	Under construction	Under construction	Issued 09.17.21	\$1,784,746	35%	E = Parker Mynchenberg & Associates, Inc. O = Plantation Oaks of Ormond Beach, LLC
P	REGAL MULTIFAMILY 215 Williamson Boulevard PZ# 2022-047	Redevelopment of 310 multi-family units on 12 acres	04.22.22	05.11.22	07.20.22	09.21.22	10.19.22 11.20.22 12.11.22 02.02.23	Not Required	06.09.22 (Approved)	07.19.22 & 08.03.22 (Approved)	02.01.23	02.01.25		Not applied	Not applied		O = Southwest I-95, LLC E = Newkirk Engineering APP = LIV Development
Q	RIDGEHAVEN Plantation Oaks Boulevard & Addison Drive PZ# 2022-061	84 duplex units and 202 single-family lots within a Planned Residential Development on 103.45 acres	05.23.22	06.13.22	10.14.22	12.20.22	02.03.23 07.26.22 09.20.23	Completed	04.13.23 (Approved)	05.16.23 & 06.06.23 (Approved)	10.17.23	10.17.25		Issued 12.21.23	\$6,950,757		O = Snilloc Family Limited Partnership E = Parker Mynchenberg & Associates, Inc. APP = RidgeHaven LLC
R	STANTON GROVE 183 South Orchard PZ# 2022-062	21 unit rental townhome project consisting of three buildings on 3.92 acres.	05.27.22	06.13.22	8.25.22	09.07.22	09.23.22	Not required	Not required	Not required	10.29.22	10.29.24	Not applied	Not applied	Not applied		E = Newkirk Engineering O = Stanton Grove, LLC
S	TATTERSALL AT TYMBER CREEK Tymber Creek Road and Airport Road PZ# 2023-041	Preliminary Plat for a 129 lot subdivision and associated site improvements.	03.14.23	05.01.23	11.14.23	Due 01.12.23		Required	Required	Required				Not applied	Not applied		E = Zev Cohen & Associates, Inc. O = Tymber Sky, LLC & Enclave of Tymber Creek LLC APP = Paylin Tymber 1 and 2, LLC
T	TIDES EDGE 264 South Atlantic Avenue PZ# 2022-018	Preliminary plat for 15 single-family lots.	05.31.22	06.13.22	09.07.22	11.20.22		09.14.22	12.05.22	01.10.23 & 01.24.23	03.27.23			Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
U	TIDES AT ORMOND BEACH FINAL PLAT 264 South Atlantic Avenue PZ# 2023-062	Final Pat for 15 single-family lots.	05.24.23	06.06.23	10.03.23	10.30.23		Not Required	Required	Required				Not applied	Not applied		E = Parker Mynchenberg & Associates, Inc. O = Memorial Health Systems, Inc. APP = Contender Development, Inc.
V	TOMOKA RESERVE, ZMA TO R-2 20 Tomoka Oaks Boulevard PZ#23-054	Zoning Map Amendment from PRD to R-2 if the Tomoka Reserve development order amendment is denied.	05.04.23	06.01.23				Not Required	01.11.24	To be determined				Not applied	Not applied		O = Triumph Oaks of Ormond Beach I, LLC E - Zev Cohen & Associates, Inc. APP = Cobb Cole

* Highlighted projects indicate change in status (such as SPRC approval, CC approval, building permits issued, or CO issued).

Planning public hearing items

City Commission items					
File Number	Item	Description	Planning Board	City Commission, 1st reading or only	City Commission, 2nd reading
NA	RFP - Downtown Public Art Master Plan	This provides public notice of the City's intent to advertise a request for proposals for a public art master plan with the Downtown Community Redevelopment Area. The 2019 Downtown Master Plan contains an Arts & Culture theme with the mission to utilize art, social events, cultural, and historical assets to enhance the shared feeling of the community. The City has also enacted a Public Art ordinance to establish the process of creation of public art within the Downtown area. The project scope seeks to have a consultant review existing documents, provide examples of public art, and identify opportunities and venues for public art.	NA	01.23.24	NA
Note: City Commission items are based upon the best information available as of the publishing of this report. City Commission agendas are available at: https://ormondbeach.igm2.com/citizens/default.aspx? . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.					

Board of Adjustment and Appeals - January 10, 2024		
PZ-24-000003	826 South Beach Street, Front Yard Variance	This is a variance request submitted by Louis Anthony Vigliotti, PE, LAV Engineering, PLLC, on behalf of the property owner, John Gregorio for 826 South Beach Street. The subject property is in the R-2, (Single-Family Low Density) zoning district. Section 2-13(B)(9)(a) of the Land Development Code requires a front yard setback of 30 feet; however, the property is located in the Rio Vista subdivision that has a platted front yard setback of 75 feet. Platted setbacks supersede the City's zoning requirements. The front yard setback of the home is currently conforming at 75 feet. A variance of 14.75 feet to the required platted front yard setback of 75 feet is requested for a final front yard setback of 60.25 feet in order to build an open front porch addition. The proposed expansion will not encroach into any other required setbacks
The Board of Adjustment and Appeals agenda is available at: https://www.ormondbeach.org/218/Board-of-Adjustment-Appeals . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		

Planning Board - January 11, 2024 - At Tomoka Christian Church, 1450 Hand Avenue		
PP 2023-084	Fountain View, Phase 1B Preliminary Plat	This is an application from Plantation Oaks of Ormond Beach, LLC, for a preliminary plat for a 137-lot single-family subdivision titled Fountain View, Phase 1B on approximately 77.91 acres. The Fountain View, Phase 1B subdivision is located east of I-95, west of Plantation Oaks Boulevard, and north of the Fountain View, Phase 1A subdivision. The subdivision is part of Volusia County Parcel Identification number 3124-00-00-0020 and is located at 1700 Plantation Oaks Boulevard.
PP 2023-074	Bradford Park, Preliminary Plat	This is an application from Ridge Land Holdings, LLC and RCM Properties, LLC, for a preliminary plat for a 180-lot townhouse subdivision titled Bradford Park on approximately 24.92 acres. The Bradford Park subdivision is located south of the Pennsylvania Avenue right-of-way, east of I-95 and west of Plantation Oaks Boulevard. The subdivision includes Volusia County Parcel Identification numbers: 3136-01-09-0001, 3136-01-08-0010, 3136-01-07-0010, 3136-01-01-0021, 3136-01-21-0050, 3136-01-01-001A.
ZMA 2023-054	Tomoka Reserve, Zoning Map Amendment	This is an application submitted by Robert A. Merrell III, Esquire, Cobb Cole on behalf of the property owner, Triumph Oaks of Ormond Beach I, LLC, for a zoning map amendment from PRD, Planned Residential Development to R-2, Single-Family Low Density for approximately 147.94 acres located at 20 Tomoka Oaks Boulevard.
The Planning Board agenda is available at: https://www.ormondbeach.org/224/Planning-Board . For additional information, please contact the Planning Department via e-mail at comdev@ormondbeach.org or by telephone at (386) 676-3238.		



PERMIT ISSUANCE SUMMARY (12/01/2023 TO 12/29/2023) FOR CITY OF ORMOND BEACH

Permit Type	Permit Work Class*	Permits Issued	Square Feet	Valuation	Fees Paid
Building Non-Residential	Demolition, Complete	1	800	\$34,600.00	\$181.84
	Detached Accessory Structure	1	121	\$8,000.00	\$117.75
	Electrical	1	0	\$1,138.00	\$114.00
	Exterior	10	764	\$168,770.00	\$2,364.03
	Interior Build Out	2	11,423	\$364,500.00	\$2,925.85
	Mechanical	8	0	\$156,183.00	\$951.00
	New Construction	3	0	\$1,529,800.00	\$17,109.61
	Plumbing	1	110	\$2,450.00	\$109.00
	Reroof	10	69,514	\$927,461.00	\$4,889.45
	Signage	20	419	\$48,341.00	\$2,266.47
BUILDING NON-RESIDENTIAL TOTAL:		57	83,151	\$3,241,243.00	\$31,029.00
Building Residential	Demolition, Partial or Interior	1	1,600	\$20,000.00	\$180.77
	Detached Accessory Structure	2	192	\$18,086.00	\$272.67
	Dock/Seawall	1	1,519	\$74,900.00	\$956.07
	Electrical	15	5,414	\$38,813.00	\$1,163.30
	Exterior	68	8,303	\$732,474.50	\$11,635.03
	Gas	3	0	\$3,913.00	\$258.75
	Generator	4	12	\$73,937.00	\$829.24
	Interior	7	6,904	\$725,501.00	\$5,998.76
	Mechanical	54	9,749	\$407,217.00	\$4,090.50
	New Construction, Addition	4	614	\$137,500.00	\$1,497.20
	New, Single Family Residential	6	0	\$2,204,634.71	\$83,008.88
	Plumbing	12	33	\$17,092.00	\$4,189.97
	Pool/Spa	5	330	\$445,500.00	\$4,853.22
	Reroof	94	115,975	\$1,722,910.99	\$15,915.65
	Screen Enclosure	2	2,152	\$42,034.00	\$481.96
	Solar	11	0	\$442,731.00	\$4,909.52
	Utility Connection Permit (UCP)	51	1,828	\$0.00	\$321,000.00
BUILDING RESIDENTIAL TOTAL:		340	154,624	\$7,107,244.20	\$461,241.49
Engineering Residential	Seawall Revetment	1	0	\$0.00	\$89.25
	Tree Removal	13	0	\$0.00	\$230.00
ENGINEERING RESIDENTIAL TOTAL:		14	0	\$0.00	\$319.25
Fire Non-Residential	Fire Protection Systems	4	27,802	\$37,500.00	\$605.00
FIRE NON-RESIDENTIAL TOTAL:		4	27,802	\$37,500.00	\$605.00
LDC Non-Residential	LDC	2	0	\$15,771.00	\$125.00
	Non-Residential Paint Permit	1	1,000	\$1,000.00	\$20.00
	Non-Residential SPRC Site Improvem	2	150	\$256,023.00	\$4,860.00
	Special Event Permit	6	30,036	\$4.02	\$90.00
LDC NON-RESIDENTIAL TOTAL:		11	31,186	\$272,798.02	\$5,095.00
LDC Residential	Garage Sale	12	0	\$15.00	\$5.00
	LDC	39	0	\$178,384.37	\$2,915.00
	Residential Subdivision SPRC Site Im	1	0	\$6,950,757.00	\$535,632.05
LDC RESIDENTIAL TOTAL:		52	0	\$7,129,156.37	\$538,552.05
GRAND TOTAL:		478	296,763	\$17,787,941.59	\$1,036,841.79

* Double-click the Permit Work Class Name while in the browser to see Permit details for that Work Class.



City of Ormond Beach

AGENDA ITEM

January 23, 2024 - City Commission

Number: 8.A

Section:	RESOLUTIONS		
Item Category:	Resolution	Res./Ord. No:	2024-10
Strategic Goal:	Quality of Life - Other		
Department:	Public Works - Engineering		
Subject:	Historic Tree Removal - 517 North Beach Street		
Summary:	Article 3-I, Section 3-03C, of the Land Development Code (LDC), Historic Trees, requires City Commission review and approval of any removal of historic trees within the City. Per Section 3.00B of the LDC, a historic tree is defined as a Live Oak, Bald Cypress, or other indigenous tree with an estimated age of over 100 years and a diameter of 36 inches or greater and/or trees designated as historic trees by the City Commission. The Landscape Architect and Environmental Improvement Officer have both visited the site and inspected the historic tree. In addition, 2 tree reports were prepared by certified arborists. 1) Austin Spivey with Roots 1st Consulting, hired by the owner, Ms. Bowler; and 2) Danny Lippi with Advanced Tree Care hired by the City. Both arborists have provided reports identifying significant defects throughout the lower central trunk and upper canopy branches of the tree, as well as extensive decay at the base with a large and deep bark inclusion (weak branch union). Mr. Lippi stated, no good options remain for mitigation of failure at the bark inclusion site. Multiple torsion fractures with decay were also observed in the upper lateral primary branches. Mr. Lippi recommendation is to not retain the tree due to the likelihood of failure and the high likelihood of the tree striking the new building footprint in the future. Therefore, it is recommended that this tree be removed with no remediation.		
Financial Impact:	None		
Citizen Impact:	This item allow for the removal of a tree in a declining state of health, removal of this tree will benefit public safety and avoid damage to property.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval for the removal of the 61 inch Live Oak tree.	
Staff Contact:	Cara Culliver, Landscape Architect, (386) 676-3288	
Attachments:	1. 24-10 Tree Removal 517 No Beach 2. 517 N Beach 3 3. 517 N Beach 2 4. 517 N Beach 1 5. Arborist Report - 1st Roots Consulting Austin Spivey Tree Report-517 N Beach St 6. Arborist Report - Advanced Tree Care Tree Report Detailed-517 N Bch St	
Approval:	Kelly McGuire, Finance Director Claire Whitley, Assistant City Manager Joyce Shanahan, City Manager	1/17/2024 1/17/2024 1/17/2024

RESOLUTION NO. 2024-10

A RESOLUTION APPROVING AND AUTHORIZING THE REMOVAL OF AN HISTORIC TREE LOCATED AT 517 N. BEACH STREET; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the owner of that real property located at 517 N. Beach Street is requesting the City Commission approve the removal of an historic tree, said tree being a sixty-one inch (61”) diameter live oak tree with an estimated age of over one hundred (100) years, and

WHEREAS, Chapter 3, Article I, Section 3.03C of the *Land Development Code* prohibits the removal of any historic tree without the approval of the City Commission unless it meets certain exceptions, and

WHEREAS, the tree does not meet the statutory preemption under *Fla.Stat.* 163.045 that could preclude local approval, as the tree is not located on a lot that is actively used for single family purposes, and

WHEREAS, the tree has significant defects throughout the lower central trunk and upper canopy branches as well as extensive decay at the base with a large and deep bark inclusion, and

WHEREAS, the Environmental Improvement Officer, City Landscape Architect, and two certified arborists have visited the site, inspected the historic tree and have determined that the tree is in declining health, should be removed, and therefore recommend its removal without mitigation, and

WHEREAS, the City Commission finds there to be no practical alternative to the

removal of the historic tree, 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
the removal of the said historic tree located at the above-referenced real property.

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

APPROVED AND AUTHENTICATED this 23rd day of January, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk









12/5/23

Report

As a Certified Arborist I have performed a Tree Risk Assessment for two *Quercus virginiana* (Live Oak) at address **517 N Beach St. Ormond Beach, FL 32174** on behalf of Jennie Bowler (Property Owner).

Summary

I assessed the current health status and risk of two *Quercus virginiana* trees on the property using a Level 3 advanced assessment. I found there to be some extensive decay and structural defects that could lead to a high likelihood of tree failure, under normal weather conditions, within the next 3 years. Multiple existing assets, as well as future planned assets, including people, houses, vehicles, and hardscape infrastructure could be struck if this tree failed causing significant to severe damage. The results of all the data collection and observation, described in detail in this report, constitute a risk rating categorization of "High Risk".

Methodology

I performed a Level 3 Advanced Risk assessment on the aforementioned trees within the scope. All assessments are performed in accordance with ANSI A300 (Part 9) Tree Risk Assessment standards and using the methodology defined in the International Society of Arboriculture's Best Management Practice (BMP) for Tree Risk Assessment. Targets of Consideration are based on the existing targets adjacent, primarily vehicles, home, and property to the neighboring property North at 527 N Beach St. This site is also in development and, based on the approved and underway site plan, future targets were also considered. For the purposes of the assessment I assigned a 3 year timeframe for determining outcome probabilities.

Observations

The tree in question is actually two trees that have inosculated over time and have formed a single large root flare and basal trunk. Evidence of this is demonstrated by the shear plane seam located on the Eastern side of the basal root area. At approximately the 36" mark, as measured on the West portion of the trunk, these two Stems diverge creating two codominant trunks forming the entirety of the canopy cover. The Northernmost trunk has an exact Diameter at Breast Height (DBH) of 34.9". The Southernmost trunk has an exact Diameter at Breast Height of 35.8". The overall canopy height of both trees is approximately 65'. The trees are located approximately 12' from the Northern property line, 127' East of N Beach St., 75' SW of the SW corner of the neighboring home at 527 N Beach St., and approximately 30' West of the Northwest corner of the new home. Upon visiting the site these two trees, as well as a tree of the neighbors, had all the Tree Protection Barricades as required in order to create the appropriate Tree Protection Exclusion Zones.

Analysis



Northernmost Trunk- Upon inspection of this tree the primary condition of concern is the basal area of where this stem is conjoined with the Southern facing trunk (See fig. 1A) Approximately 50% of the Southeastern base of the stem has fungal pathogen decay and the heartwood is exposed and brittle. The fungal pathogen is still active as evidenced by the wet and soft black tissue with obvious sporulation. There are minimal calloused wounds around the margins of the open cavity. Because this trunk is leaning heavily (approx 40 degrees) to the North, and reactionary root growth that would otherwise stabilize this phototropic lean is compromised by this large cavity.

There is a significant amount of bark sloughing beginning on the Eastern portion of the trunk on around the 6' mark (See fig 1B). Using a hand trowel I was able to remove a shear plane of bark from around the 3' mark to above 6'. The total extent of the vertical terminus of the bark issue is not known, but this is an indication of the vascular cambium dying. This vascular cambium issue, coupled with the approximate 50% diameter of missing vascular cambium on the West side of the trunk indicates a deterioration of the overall health and vigor of this tree and the long term outlook. Extensive resonance testing, aside from the obvious basal cavity, did not indicate any further trunk decay on the other portions of the trunk.

Southernmost Trunk- Much like the aforementioned trunk, this tree shares the same basal root flare and, subsequently, the large cavity at the base. As mentioned before, the fungal pathogen is still active and even more so on this trunk. There are several visible cavities extending downward toward the heartwood beyond the initial cavity. Using a probe gauge I was able to determine one to be a depth of 16" and the other 14" ... Nearly half the diameter of the trunk. During the resonance testing on this trunk I found a large area of decay below the bark on the Southeast portion of the trunk. Using resonance testing I was able to determine the area to be approximately 24" wide and extending from 16" from grade to 51" from grade. A total of 840 sq inc and representing approximately 21% of the circumference of the trunk (see fig. 2). Coupled with the basal cavity, over 535 of the circumference of the tree is structurally compromised. To gauge the depth of the soft tissue I used a drill with an 8" long bit and I was only able to find health tissue at the margins of the decay.

Additional concerns:

The tree itself is considered HIGH risk as it stands. The current site development, even with the adherence of the Tree Protection Zones and barricades, will vastly change the wind load dynamics for the site. The direction and magnitude of wind loads the tree will receive increases the likelihood of failure

considering all the conditions listed above. Introducing new targets of concern (New Home Build) will elevate the risk of this tree even further. Due to the conditions of the tree, a mitigation exemption is permissible under municipal code Ch. 3 Article 1. Sec. 3-04 (c) (1.) J.

Risk Rating Explained:

What does "High Risk" for the adjacent Targets of Concern mean? Risk rating, per ISA Standards, consists of three primary considerations. My assessment determined that within the 3 year time frame:

1. *The likelihood of either one or both of these trees failing within the specified timeframe is very **Probable***
2. *The likelihood of striking one of the listed targets is **High** considering the existing directions of lean for both trees.*
3. *The consequences of an impact to a target, for all or parts of the tree, would be **Significant** at best, **to Severe** at worst, due to the trunk and lateral limb size and height.*

Risk Tolerance

Risk Tolerance is the amount of risk you, as the property owner, are willing to accept. Different people have varying amounts of risk they will tolerate. You decide your own risk tolerance and you decide on a course of action for your tree. Because this tree is being deemed "High Risk", should an impact result in the damage of a neighboring Target of concern you could be held liable as held in the legal precedent of 1 Fla. Jur. 2d Adjoining Landowners § 8 (2022) which illustrates a common law duty of care.

Possible Risk Mitigation Options

1. Should you wish to retain the tree, assuming all of the above indicated risk, an attempt to stabilize the two trees could be made using a static bracing system. Essentially it would require the installation of rods extending through one trunk and through the other thus resulting in both trees acting as counterweights to support each other. This system will require installation by an ISA certified arborist and will need annual maintenance. Because this tree is in such poor condition, this option will not reasonably decrease the risk of this tree as preventing failure is not guaranteed.
2. Unfortunately, no pruning mitigation is recommended at this time. The canopy has been thinned and wind load mitigation is minimal. Any remaining large subordinating cuts may accelerate the tree's decline and create new areas on the tree for pathogen inoculation. Essentially, pruning the tree at this point may cause more harm than good.
3. The most prudent, and inevitable action, is to remove the trees now before they fail and more targets of concern are introduced.

Reinspection

Should mitigation option 1 be chosen this tree should be reinspected every 6 months. Tree inspection services should be performed by an ISA arborist skilled in the science of tree risk assessment.

Assumptions and Limiting Conditions

My inspection was a ground based visual inspection that included resonance testing, cavity inspection, probing, minor root excavation, and drilling to detect and measure decay or other structural defects. The inspection was limited, primarily, to defects that can be seen while standing on the ground or the superficial root flare. The proposed root zone impacts, and TRee Protection Barricades, were established prior to my involvement on the project. The arrangement of roots that could actually be damaged during excavation, underground tree defects, and defects within the canopy that cannot be seen

from this ground based perspective may be present. These hidden defects may result in the failure of branches, trunks, or roots. No other trees on this property were inspected. As the Arborist solely performing this Tree Risk Assessment, I am not responsible as to the accuracy of the original site plan nor adherence during construction to the original site plan.

For further information regarding this report please do not hesitate to contact me. I will be happy to discuss it with you.

Respectfully,



Austin Spivey

Austin@Roots1st.com

407-256-5750

Roots 1st Consulting

ISA- TRAQ Certified Arborist

IC # FL04624





Live oak Tree ID #7183

Tree	
Tree Id:	1
Primary ID:	7183
New Tag #:	
Previous ID or Tag #:	
Common Name:	Live oak
Scientific Name:	Quercus virginiana
DBH:	61
Number of Stems (Multi Calc):	1
Tree Height (Estimated):	60
Canopy Shape:	Asymmetrical
Mallet Test:	Positive
Health Condition:	Good- tree vigor is normal for the species. There are no significant signs or symptoms due to pests or diseases, no more than minor discoloration, defoliation and twig or branch dieback.
Structure:	Fair- there is either a single significant defect or multiple moderate defects. Branch or trunk failure is possible to probable. Defects may or may not be practical to correct or would require multiple treatments over

Photos



	several years.
Utilites:	
Family:	Fagaceae
Observations-Characteristics:	Co-dominant leaders w/bark inclusion, Crack - vertical (torsion), Improperly Pruned - Overlifted/thinned, Improperly Pruned - stub cut, Dominant tree, Sprawling crown, Cavity/decay - extensive, Deadwood < 10%, Internal column of decay - moderate , Branch tip dieback
Observations-Biotic Pest:	None observed
Observations-Abiotic:	None observed
Notes 1:	Tree has multiple significant defects throughout lower central trunk and upper canopy branches. Extensive decay at base of codominant leaders with large and deep bark inclusion (weak branch union). Multiple torsion fractures along lower central and upper leaders along main stems. Multiple torsion fractures with decay observed in upper lateral primary branches. Per Best Management Practices guidelines - the calculated tree protection zone is a 36' radius (72'



	perimeter around the tree)
Notes 2:	If Tree is to be retained, significant canopy END weight reduction needs to be performed. Tree would lose approximately 40 to 50% of its upper canopy, but previous Improper over lifting, has removed most of the proper aspect, ratio, subordinate branches necessary for the necessary canopy ND weight reduction. No good options are remain for mitigation of failure at the bark inclusion site. The TPZ has also already suffered damage on the east side with the trenched footer of the new home. Additional incursions and damage within the tpz are likely if the existing driveway is removed and replaced. I do not recommend retention of this tree due to the high likelihood of failure and the high likelihood of the tree striking the new building footprint area.
DBH Stem 1:	
DBH Stem 2:	
DBH Stem 3:	
DBH Stem 4:	
DBH Stem 5:	



DBH Stem 6:	
Code:	QUVI
Cultivar:	
DBH Range:	>30in
Genus:	Quercus
Height Range:	50ft-75ft
Last Inspection:	
Next Inspection:	
Inspection Cycle:	
Archived:	No
Crown Light Exposure:	
Has Ecobenefits:	No

Location	
Client Site:	City of Ormond Bch
House Number:	517
Address Street:	North Beach Street
Land Type:	Side yard

Management	
ISA Board Certified Master Arborist:	Daniel Lippi FL-6145B
Tree Work-Pruning:	Priority 2 Removal
Tree Work-PHC:	
Tree Work-Root/soil:	
Priority:	As soon as possible
Monitor:	No
Cycle:	
Pruning Specs and Notes:	
Pruning spec-type of cut:	
Pruning spec-location of cut:	

Street View



Map



Pruning spec-# of cuts:	
Pruning spec-size of cuts:	
Pruning spec-% canopy removal:	
User:	Danny
Last Modified User:	Danny
Date Added:	01/10/2024
Last Modified:	01/10/2024

Risk Assessment	
Assessment Level :	Level 2 - Detailed 360° ground level visual inspection of a tree and its surrounding site w/mallet test.
Assessed Tree Part:	Trunk
Likelihood of Failure:	Probable
Likelihood of Impacting Target:	High
Likelihood:	Likely
Consequence of Failure:	Severe
Risk Rating:	High

TPZ	
TPZ Ratio:	7
Tree Protection Zone Inches:	427
CRZ Ratio:	
Critical Root Zone Inches:	