



AGENDA
CITY OF ORMOND BEACH, FLORIDA
CITY COMMISSION MEETING
March 5, 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

- 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 - February 20, 2024

6. 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. 2024-27:** A RESOLUTION ACCEPTING THE PROPOSAL OF GRANICUS LLC REGARDING WEBSITE REDESIGN SERVICES AND STREAMING AND RECORDING SYSTEM UPGRADES; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2024-30:** A RESOLUTION AUTHORIZING THE

EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

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

- C. **RESOLUTION NO. 2024-31:** A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ONLINE GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING ASSISTANCE TO PURCHASE GEAR WASHERS AND GEAR DRYERS; 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. 2024-32:** A RESOLUTION ACCEPTING A WARRANTY DEED FROM US CAPITAL ALLIANCE, LLC, FOR PROPERTY ABUTTING THE "IRIS, PHASE 1" (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY, FOR LIFT STATION PURPOSES; AND SETTING FORTH AN EFFECTIVE DATE.

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

- E. **RESOLUTION NO. 2024-33:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM US CAPITAL ALLIANCE, LLC, LOCATED ON PROPERTY ABUTTING THE "IRIS, PHASE 1" (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2024-34:** A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING HAMMOCK LANE NORTH OVERLOOK OBSERVATION DECK REPLACEMENT 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*

- G. **RESOLUTION NO. 2024-35:** A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND EXTREME CONCRETE SERVICES, INC. REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

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

H. **CDBG - South Ridgewood Avenue East Side Sidewalk Improvements**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

I. **Intent to Bid - Stormwater Inline Check Valves**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

J. **Continuing Contracts for Professional, Architectural, and Engineering Services**

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

Disposition: Approve as recommended in the City Manager staff report dated March 5, 2024.

7. **RESOLUTIONS**

- A. **RESOLUTION NO. 2024-36:** A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH CODE OF ORDINANCES AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

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

8. **DISCUSSION AND DIRECTION ITEMS**

- A. Renaming of the MacDonald House to the Stout-MacDonald House

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

9. **REPORTS, SUGGESTIONS, REQUESTS**

10. **ADJOURNMENT**

Website Address – www.ormondbeach.org

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



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



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

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

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

February 20, 2024	7:00 p.m.	Commission Chambers
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Present: Mayor Bill Partington, Commissioners Lori Tolland, Travis Sargent, Susan Persis and Harold Briley, City Manager Joyce Shanahan, City Attorney Randy Hayes, Assistant City Manager Claire Whitley, and City Clerk Susan Carroll Dauderis.

A G E N D A

- 1. CALL TO ORDER**
- 2. INVOCATION**
- 3. PLEDGE OF ALLEGIANCE**
- 4. PRESENTATIONS AND PROCLAMATIONS**
 - A. Annual Comprehensive Financial Report Presentation Fiscal Year 2022-2023
- 5. AUDIENCE REMARKS - REGARDING ITEMS NOT ON THE AGENDA**
- 6. APPROVAL OF MINUTES**
 - A. Minutes from City Commission meeting - February 6, 2024
- 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. 2024-19:** A RESOLUTION AMENDING THE CITY COMMISSION MEETING SCHEDULE FOR THE MONTH OF MARCH, 2024; PROVIDING FOR AN EXCEPTION THERETO; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Susan Dauderis, City Clerk, (386) 676-3340
 - B. **RESOLUTION NO. 2024-20:** A RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF A PURCHASE AUTHORIZATION FOR THE PURCHASE OF ONE 2024 FORD TRANSIT CARGO VAN, UNDER FLORIDA SHERIFFS ASSOCIATION BID NO. FSA23-VEL31.0; DECLARING VEHICLE #403 TO BE SURPLUS PROPERTY AND AUTHORIZING THE DISPOSITION THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Kevin Gray, Deputy Public Works Director, (386) 676-3325
 - C. **RESOLUTION NO. 2024-21:** A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BETWEEN THE CITY AND THE CASEMENTS GUILD FOR THE CITY OF ORMOND BEACH, INC.; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Robert Carolin, Leisure Services Director, (386) 676-3279
 - D. **RESOLUTION NO. 2024-22:** A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM ADJ IRIS, LLC, LOCATED IN THE "IRIS, PHASE 1" (A/K/A AS GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER'S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.
Staff Contact: Steven Spraker, Planning Director, (386) 676-

- E. **RESOLUTION NO. 2024-23:** A RESOLUTION APPROVING THE SETTLEMENT OF PERSONAL INJURY CLAIMS FILED BY THERESA LUCAS; AUTHORIZING THE EXECUTION OF ALL PAPERS NECESSARY AND INCIDENTAL THERETO; AND SETTING FORTH AN EFFECTIVE DATE.

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

- F. **RESOLUTION NO. 2024-24:** A RESOLUTION APPROVING THE APPLICATION OF SONGBIRD AVIATION, LLC 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

- G. **RESOLUTION NO. 2024-25:** A RESOLUTION APPROVING THE RENEWAL OF AN AGREEMENT WITH CENTRAL SQUARE TECHNOLOGIES FOR MAINTENANCE SUPPORT OF THE CITY'S ENTERPRISE RESOURCE SYSTEM (NAVILINE); AUTHORIZING PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

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

- H. **RESOLUTION NO. 2024-26:** A RESOLUTION ACCEPTING THE PROPOSAL OF IM SOLUTIONS, INC. REGARDING THE CITY COMMISSION CHAMBERS AUDIO AND VIDEO EQUIPMENT REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF AN AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

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

- I. **Auto Renew - Contract for American Janitorial, Inc.**

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

Disposition: Approve as recommended in the City Manager staff report dated February 20, 2024.

- J. **S.R. 40 Bicycle/Pedestrian Safety Upgrades Feasibility Study**

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

Disposition: Approve as recommended in the City Manager staff report dated February 20, 2024.

- K. **2024 Travel Approval for City Commission, City Manager & City Attorney**

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

Disposition: Approve as recommended in the City Manager staff report dated February 20, 2024.

- L. **City Manager's Monthly Report, February 2024**

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

Disposition: Accept as information as recommended in

the City Manager staff report dated February 20, 2024.

8. PUBLIC HEARINGS

- A. **RESOLUTION NO. 2024-28:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE “BRADFORD PARK” TOWNHOUSE SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

- B. **RESOLUTION NO. 2024-29:** A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ FOUNTAIN VIEW, PHASE 1B”, SHOWN WITHIN PHASE 1 OF THE PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

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

9. REPORTS, SUGGESTIONS, REQUESTS

10. ADJOURNMENT

MINUTES

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

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

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance.

Item #4 – Presentations and Proclamations

Item #4A – Annual Comprehensive Financial Report Presentation Fiscal Year 2022-2023

Mr. Zach Chalifour, JamesMoore & Co., presented a PowerPoint detailing the city’s annual audit reports for the fiscal year ending on September 30, 2023 and highlighted details of the General Fund, Pension Funds, and Community Redevelopment Agency funds noting the city continued to remain in a strong financial position.

The entire Commission thanked Mr. Chalifour for meeting with the City Commission individually to review the audit and staff for their hard work on the audit and throughout the year.

Commissioner Sargent stated the airport was operating in a deficit and requested the city’s Aviation Advisory Board meet to discuss how to reduce the deficit, noting the Commission could hold a workshop to start brainstorming ideas.

Item #5 – Audience Remarks

Ms. Elaine Davis, 76 Melrose Avenue, stated she formed a neighborhood group with the goal of cleaning up their neighborhood and eliminating the neighbor to neighbor conflict. She expressed code enforcement concerns within the neighborhood and provided a packet to the Commission. She thanked Public Works Director Shawn Finley for his work

on the flashing speed limit sign on Melrose Avenue, noting there were still speeding issues and requested staff look into speed bumps for the street.

Mr. Mark Simmons, 1 Pineland Lane, stated he was speaking on behalf of Simmons Aviation Services and requested the city consider allowing banner towing operations at the Ormond Beach Municipal Airport.

Mr. Ethan Simmons, 1 Pineland Lane, requested to yield his time to Mr. Mark Simmons; whereby, the entire Commission agreed.

Mr. Mark Simmons invited the Commission to view how the operations would work, discussed the city’s history with banner towing, and economic impact of the operations.

Commissioner Briley inquired why the banner towing operations stopped; whereby, Mr. Simmons stated there was an incident decades ago and noted there were new safety regulations in place to prevent such incidents.

Commissioner Tolland inquired if staff could bring back information regarding the banner towing operations; whereby, Ms. Joyce Shanahan, City Manager, stated staff would provide a brief report.

Mr. Doyle Lewis, no listed address, expressed concerns regarding the charcoal only grills in the public parks, and related enforcement.

Item #6 – Approval of Minutes

Mayor Partington advised the minutes from the February 6, 2024, 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 Persis moved, seconded by Commissioner Sargent, for approval of the February 6, 2024, City Commission meeting minutes.

The motion passed by voice vote.

Item #7 – Consent Agenda

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

Commissioner Sargent requested Item 7F be pulled from the Consent Agenda.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of the consent agenda, absent Item 7F.

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

Item #7F – FBO Category 4 Certification - Songbird Aviation, LLC

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-24
A RESOLUTION APPROVING THE APPLICATION OF SONGBIRD AVIATION, LLC 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.

Commissioner Briley moved, seconded by Commissioner Sargent, for approval of Resolution No. 2024-24, as read by title only.

Commissioner Sargent expressed concerns regarding the Certificate of Insurance; whereby, Ms. Shanahan suggested a conditional approval until the insurance was in compliance with the City’s code.

Commissioner Briley moved, seconded by Commissioner Sargent, for conditional approval of Resolution No. 2024-24, pending verification of satisfactory insurance in compliance with the City’s code.

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

Mayor Partington asked the Clerk to call the vote on the underlying motion.

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

Comments on the Consent Agenda

Commissioner Tolland expressed support of Item 7J regarding the State Road 40 Bicycle/Pedestrian Safety Upgrades Feasibility Study and requested staff consider coordinating with the Florida Department of Transportation when they complete their State Road 40 upgrades.

Commissioner Sargent stated his satisfaction of Item 7H regarding the Request for Proposal Award to Upgrade City Commission Chambers Technology.

Item #8 – Public Hearings

Mayor Partington opened the Public Hearings.

Item #8A – Bradford Park, Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-28
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR THE “BRADFORD PARK” TOWNHOUSE SUBDIVISION; ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL; AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Sarah Cushing, Senior Planner, reviewed features of the Bradford Park subdivision. She explained the next steps in the process for the preliminary plat and final plat. She stated the Planning Board recommended approval.

Commissioner Briley moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-28 as read by title only.

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

Item #8B – Fountain View, Phase 1B Preliminary Plat

City Clerk Susan C. Dauderis read by title only:

RESOLUTION NO. 2024-29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA APPROVING THE PRELIMINARY PLAT FOR “ FOUNTAIN VIEW, PHASE 1B”, SHOWN WITHIN PHASE 1 OF THE

PLANTATION OAKS PLANNED RESIDENTIAL DEVELOPMENT;
ESTABLISHING CONDITIONS AND EXPIRATION DATE OF APPROVAL;
AND SETTING FORTH AN EFFECTIVE DATE.

Ms. Cushing highlighted some features of the Fountain View, Phase 1B preliminary plat reviewing the next steps in the process.

Commissioner Sargent inquired if the subdivision was the first with a pickleball court; whereby, Mr. Parker Mynchenberg, applicant, stated there were earlier phases with pickleball courts.

Commissioner Persis and Commissioner Tolland expressed their support of Item 8A and 8B.

Commissioner Persis moved, seconded by Commissioner Tolland, for approval of Resolution No. 2024-29 as read by title only.

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

Mayor Partington closed the Public Hearings.

Item #9 – Reports, Suggestions, Requests

Appreciation, Events and Announcements

Ms. Shanahan reviewed upcoming City Commission meetings and workshops, First Step Shelter statistics, city project updates, and Leisure Services events. She discussed the grants that would be brought before the Volusia County Council from the Volusia County ECHO Commission on behalf of the city.

Ms. Claire Whitley, Assistant City Manager, provided an update on the stairs at Andy Romano Beachfront Park.

Commissioner Sargent read an email he received commending the Ormond Beach Police department, Police Chief Jesse Godfrey, and Mayor Partington. He thanked the Police Department on their response to an accidental incident at Temple Beth-El. He expressed his gratitude to Mr. Ike Leary, operator of the Cassen Park Bait Shop, and thanked staff for the upcoming workshop on Cassen Park, work on the Riverbend Golf Course parking lot, and to the Finance Department for their work. He inquired about an update on the Bailey Riverbridge roof; whereby, Mayor Partington stated work began on February 19, 2024. He requested staff's assistance for an issue on behalf of a resident who lived next to Beachside Elementary School, noting he reached out to Volusia County Schools with no resolution to her issue.

Commissioner Persis discussed events she attended. She thanked Ms. Lucy Jackman and Mr. Paul Holub for their work and contributions to the newly renovated Performing Arts Center. She congratulated Mayor Partington on his two awards from the Ormond Beach Historical Society, and read what was said about him at the annual meeting.

Commissioner Tolland reviewed the events she attended.

Commissioner Briley discussed events he attended and thanked Mr. Holub and Ms. Jackman.

Mayor Partington thanked Commissioner Persis and discussed the awards received. He discussed the events he attended and provided updates from them. He thanked the Leisure Services staff and Ms. Ruth Horan for their work with the Performing Arts Center over the years. He discussed upcoming city events.

Requests

Commissioner Tolland expressed concerns regarding the city's advisory board's meetings and requested information from their meetings be sent to the Commission; whereby, Ms. Shanahan stated staff would send the minutes from the meetings. She requested staff look into how to help the Neighborhood Improvement Division with code enforcement within the city, specifically with the Ormond Terrace Neighborhood.

Commissioner Briley discussed the homeless population issues; whereby, Ms. Shanahan provided an update regarding a specific subdivision. He noted the City of DeLand passed a few ordinances recently regarding the homeless population; whereby, Ms. Shanahan stated the City Attorney's Office was looking into the other Florida cities ordinances on the issue. He inquired if a workshop could be held to discuss adding playground equipment to the city parks for children with physical limitations; whereby, Ms. Shanahan stated staff could look into incorporating more accessible equipment.

Mayor Partington stated Commissioner Sargent requested a workshop related to the airport and inquired if it would be primarily related to the budget deficit; whereby, Commissioner Sargent stated that was accurate. Mayor Partington inquired if that was information staff could provide to the Commission; whereby, Ms. Shanahan stated the airports budget mostly came from grants and could provide a report to the Commission.

Commissioner Sargent indicated the Commission could brainstorm funding options other than grants and noted staff bringing back a report was a good starting point.

Commissioner Tolland agreed noting the airport was a vital part of the city's economic development and was supportive of looking into ways to monetize it.

Mayor Partington discussed the City of DeLand's homeless ordinances, First Step Homeless Shelter, and enforcement of ordinances.

Commissioner Tolland stated Fighting Against Injustice Towards Harmony (F.A.I.T.H.) could be incorporated into future ordinances as a resource for the homeless with First Step Homeless Shelter. She suggested a workshop to discuss ideas regarding the homeless population; whereby, Mayor Partington agreed a workshop would be a good starting point.

Mayor Partington requested staff look into the public beach access at Seminole Avenue near a hotel development project. He believed Cobb Cole, on behalf of the developer, would take the project back through the review process to remove the public access component with Volusia County approval noting the county would not maintain the access. He expressed concerns regarding the city losing the public beach access and noted he thought a Commissioner specifically inquired if the access would be public noting he remembered the developer agreeing. He indicated he received a letter from WastePro stating there was a pay dispute with the city. He asked staff to look into it and report back to the Commission with how that happened, as he believed the Commission approved the additional pay. He also requested more information regarding the utility fee component as it was an additional tax.

Ms. Shanahan stated staff was working with the City Attorney's Office and requested additional time for staff to resolve the dispute before bringing to the Commission.

Item #10 – Adjournment

The meeting was adjourned at 8:18 p.m.

APPROVED: March 5, 2024

BY:

Bill Partington, Mayor

ATTEST:

Susan Carroll Dauderis,
City Clerk



City of Ormond Beach AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.A

Section:	CONSENT AGENDA										
Item Category:	Consent - Resolution	Res./Ord. No:	2024-27								
Strategic Goal:	Governance - Website redesign										
Department:	Information Technology										
Subject:	RFP Award - Website and Streaming and Recording System										
Summary:	On September 24, 2023, the City issued an RFP seeking a web design vendor to complete a redesign of the City's website. On November 14, 2023, the selection committee selected Granicus to support the City in improving its user experience and content delivery with a modern, secure, and accessible website designed for easy and continuous iteration, including streaming capabilities. Granicus knows the City's website aims to position itself as a true digital government space. The website must be developed with streamlined ease of use for both citizens and staff, have a responsive design that adjusts to all devices, and streamlined functionality to promote the best user experience possible. The proposed video streaming solution will integrate with the new website and agenda management software. This agreement includes the video cameras, camera control system, and encoder needed to stream and provide the required closed captioning. Granicus has a team of experts with in-depth experience incorporating modern web design best practices. They understand how the needs of a municipal site may differ from other organizations, and are prepared to equip staff with the training, resources, and tools necessary during implementation and after system launch. The proposal includes one-time fees of \$130,325 for the website redesign, video streaming and voting configuration and subscription fees of \$79,645.73 for a total of \$209,970.73 for year 1. Increases of 5% for future years are incorporate with future years pricing as follows: <table><tr><td>Year 2</td><td>Year 3</td><td>Year 4</td><td>Year 5</td></tr><tr><td>\$83,628.02</td><td>\$87,809.42</td><td>\$92,199.89</td><td>\$96,809.88</td></tr></table>			Year 2	Year 3	Year 4	Year 5	\$83,628.02	\$87,809.42	\$92,199.89	\$96,809.88
Year 2	Year 3	Year 4	Year 5								
\$83,628.02	\$87,809.42	\$92,199.89	\$96,809.88								

Financial Impact:	Funds for this project of \$209,970.73 are included in the FY 2023-24 budget within Fund 301 - General Capital Improvement Fund. Annual subscription fees for years 2-5 will need to be appropriated in the respective budget years.
Citizen Impact:	Having a robust, well organized and easily accessible website, as well as the capability to livestream City Commission meetings through the City's website with bookmarks to specific items in an agenda, is beneficial to the citizens. Citizens will be able to better access information on the web, and be able to access specific agenda/meeting content and related video.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of a contract with Granicus of \$209,970.73 for FY 2023-24, with a total of \$570,417.93 over 5 years for the replacement of the City's Website and new Remote Broadcast System.
Staff Contact:	Chuck Osteen, Information Technology Manager, (386) 615-7031
Attachments:	1. 24-27 Website & Streaming - Granicus (P23-0245G) 2. Granicus Agreement 3. RFP 2024-04 signed score summary
Approval:	Kelly McGuire, Finance Director 2/23/2024 Claire Whitley, Assistant City Manager 2/23/2024 Joyce Shanahan, City Manager 2/29/2024

RESOLUTION NO. 2024-27

A RESOLUTION ACCEPTING THE PROPOSAL OF GRANICUS LLC REGARDING WEBSITE REDESIGN SERVICES AND STREAMING AND RECORDING SYSTEM UPGRADES; AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT AND PAYMENT THEREFOR; REJECTING ALL OTHER PROPOSALS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the City solicited proposals for website redesign services and streaming and recording system upgrades (the Project) (City RFP No. 2024-04), in accordance with Section 2-300, *Code of Ordinances*, and

WHEREAS, the City's evaluation committee reviewed the five (5) proposals received and determined that the proposal submitted by Granicus, LLC to provide website redesign services and streaming and recording system upgrades in the amount of \$130,325.00, with five years of support in the amount of \$440,092.93, for a total amount of \$570,417.93 is the lowest responsible and responsive proposal (a copy of said proposal being attached hereto and incorporated herein by reference), and

WHEREAS, the City Manager has certified that funds in the amount of \$209,970.73 (\$130,325.00 + \$79,645.73) for services for FY23-24 are in the General Capital Improvement Fund (301) and have not been appropriated for any other purpose, and

WHEREAS, based on the foregoing the City's professional staff recommends that the City Commission accept the proposal of Granicus, LLC and execute a Professional Services Agreement for the Project (a copy of said Agreement being attached hereto and incorporated herein by reference), now therefore,

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

SECTION ONE. The proposal of Granicus, LLC to provide streaming and recording system upgrades and website redesign services for the City is hereby accepted.

SECTION TWO. All other proposals relative to the aforescribed Project shall be deemed rejected upon the execution of an agreement with Granicus, LLC.

SECTION THREE The Mayor and the City Manager are hereby authorized and directed to execute a Professional Services Agreement between the City and Granicus, LLC for the Project and to pay the cost thereof from the General Fund. The total cost over a five-year period is \$570,417.93.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

Professional Services Agreement

This Professional Services Agreement ("**Agreement**") is effective as of the date a SOW (as defined below) commences (the "**Effective Date**") by and between the party procuring Services from Granicus ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company ("**Granicus**").

1. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms will have the meaning specified:

"Content" means text, data, graphics, personal information or any other material: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Granicus Products for use by Client or end users of the Granicus Products.

"Deliverable(s)" means any computer software, written documentation, reports or materials developed by Granicus specifically for Client pursuant to a SOW;

"Granicus Products" means the products and subscription services licensed to Client under separate agreement which may include online or cloud subscription services, on premise software, or required equipment or hardware components in conjunction with which the Services set forth in the SOW may be performed;

"Services" means the consulting, integration, installation and/or implementation services to be performed by Granicus as described in the SOW;

"SOW" means the Statement of Work agreed to by the parties which includes the RFP 2024-04, Exhibit "A", and Granicus' proposal, Exhibit "B", which are fully incorporated into the Agreement and describes the Services and Deliverables; and

"Warranty Period" means the thirty (30) day period following completion of the Services unless a longer period is specifically provided in these documents.

2. Services.

a) Granicus will perform the Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties, Granicus will commence performance of the Services fifteen (15) business days following execution of the SOW and as provided in the timeline and phasing document attached as Exhibit "C". The Services will be performed remotely or in person by a Granicus representative, as needed. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) For a time and materials engagement, Granicus estimates that the Services will be completed in approximately the number of hours set out in the SOW. Granicus does not

represent, however, that the Services will be completed within the number of hours specified therein. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW.

c) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Granicus Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client and reserves all rights not otherwise expressly granted herein. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

d) Any modifications to the Services must be in writing and signed by authorized representatives of each party. The modifications may be set forth in a project change request or other document agreed to by the parties in writing. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

e) Cooperative Purchasing. To the extent permitted by law and approved by Client, the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies upon execution of SOW by the extended party.

3. Fees; Expenses.

a) Client will pay Granicus the fees set out in the SOW or other executed order document (as applicable) for all Services performed by Granicus, and all taxes related thereto (if applicable). All fees are due within thirty (30) days of receipt of an invoice from Granicus or in accordance with Client's prompt payment statutes.

b) Billing Schedule. Fees will be invoiced to Client based on:

Fixed Cost: Invoices will be issued upon delivery of milestones, or in accordance with a billing schedule set forth in the SOW.

c) Granicus will provide Client with a monthly project status report accounting for Services delivery and (if applicable) the number of hours of Services performed in the prior month, and the expenses incurred in performance of the Services.

4. Client Obligations.

a) Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite.

b) Client will designate a project manager for the Services. The project manager will have the authority to make decisions on behalf of Client with respect to changes in the Services, resource allocation, expenditures, resolution of issues, scope changes and other matters involving the Services.

c) Client will maintain a back-up of any data or data files provided to Granicus.

d) Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

5. Warranty.

a) The Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards for the software consulting industry. Granicus will use reasonable commercial efforts to complete the Services in accordance with the SOW. If the Services fail to comply with this warranty during the Warranty Period, Client will promptly notify Granicus in writing specifying in reasonable detail any alleged non-conformities in the Services. Upon receipt of notice and a determination that the Services did fail to comply with this warranty, Granicus will, as Client's remedy, promptly re-perform any such Services in accordance with the SOW and this Agreement.

b) THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND GRANICUS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

6. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) "Confidential Information" means all confidential and/or trade secret information of either party ("Disclosing Party"), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party ("Receiving Party") or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to applicable freedom of information or other similar law, the Receiving Party agrees: (i) to hold the Disclosing Party's Confidential Information in strict confidence, apply at least the standard of care used by the Receiving Party in protecting its own Confidential Information, but not less than a reasonable standard of care, and not to disclose such Confidential Information to any third party; and (ii) without the written permission of the Disclosing Party, not to use any Confidential Information of the Disclosing Party except as reasonably required to exercise its rights or perform its obligations under this Agreement and the SOW. Each party agrees to cause its employees, subcontractors, agents and affiliates who require access to such information to abide by such obligations.

- c) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this Section 6; or (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; or (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.
- d) If a Receiving Party is compelled to disclose the Confidential Information by applicable law, a governmental agency, or a court of law having proper jurisdiction, the Receiving Party will give the Disclosing Party reasonable notice as permitted by law to enable such party to try to protect the confidentiality of the Confidential Information.
- e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided, however, that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this Section 6.
- f) Disclosing Party may be irreparably damaged if the obligations under this Section 6 are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this Section 6 or any other appropriate equitable order or decree.

7. Indemnification.

- a) Granicus will indemnify, defend and hold Client, its officers, directors and employees, harmless from all losses, damages, and reasonable costs and expenses to the extent they arise out of a claim by a third party that the Deliverables or Services, as delivered by Granicus, infringe or misappropriate any copyright, trade secret, trademark or patent registered or valid within the country the Deliverables are authorized to be used. To the extent permitted by applicable law, Granicus will have control of the defense and will defend at its own expense, any claim or litigation to which this indemnity relates, including the right to settle any such claim.

Client must notify Granicus promptly of any such claim and provide reasonable cooperation to Granicus, upon Granicus's request and at Granicus's cost, to defend such claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without the indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

- b) If the Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes that the Deliverables may be subject to such a claim, Granicus will: (i) replace the Deliverables with a functional non-infringing equivalent; (ii) modify such Deliverables while retaining substantively equivalent functionality; or (iii) procure at no cost to Client the right to continue to use such Deliverables. If, however,

Granicus determines that none of the foregoing alternatives are commercially reasonable, Granicus may terminate Client's license to the Deliverables and Granicus will, as Client's remedy, refund to Client the fees paid for such Deliverable.

c) Granicus will have no obligation to defend or indemnify Client under this Section 7 if the infringement or misappropriation results from: (i) modifications to the Deliverables by anyone other than Granicus; (ii) combination, operation, or use of the Deliverables with Client's equipment or non- Granicus software programs, or any use of Client Content by Granicus or the Deliverables, if such claim of infringement or misappropriation would have been avoided had such combination, operation or use not occurred; (iii) Client's failure to implement modifications (which if delivered to Client expressly to avoid infringement, will be delivered at no additional cost to Client and which will provide substantially the same functionality as the infringing or potentially infringing Deliverables); or (iv) Services performed or Deliverables developed at the direction of Client, where Client specifies the means, manner or method of performing the Services or developing the Deliverables and to the extent Granicus did not exercise its independent judgment and discretion in performing the Services or developing the Deliverables.

8. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT, CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY

CLIENT TO GRANICUS IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM, except for any claims for negligence, the limitation shall be this amount or Granicus' general liability insurance limits, whichever is higher.

9. Term of Agreement.

a) This Agreement and the SOW will be effective as of the effective date of the SOW and will remain in effect until the Services and all applicable warranties are completed, this Agreement is terminated, or the termination date set out in the SOW (the "Termination Date"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW and this Agreement upon thirty (30) days written notice to Granicus.

b) Either party may terminate this Agreement and any SOW immediately upon written notice to the other party for cause, if: (i) such party is in breach of a material provision of this Agreement or the SOW and fails to cure such breach within thirty (30) days following written notice of such breach; or (ii) the other party ceases to conduct business in its ordinary course; is adjudged bankrupt or insolvent under applicable law; has made a general assignment for the benefit of creditors; files or becomes subject as a debtor to a petition in bankruptcy for liquidation or reorganization; becomes otherwise insolvent; or admits its inability to pay its debts generally as they become due.

c) Upon the effective date of termination of this Agreement or the SOW, Granicus will cease performance of the Services. Client will pay Granicus for all Services performed prior to the date of termination plus any additional fees that may be due under the SOW. For Services performed on a fixed-cost basis, should the SOW be terminated prior to delivery of any milestone or Deliverable, Client will pay Granicus at the hourly rate for all Services performed up to the date of termination as set forth in the SOW. If no hourly rate is designated, Client will pay Granicus' then standard hourly rate for such Services.

d) Sections 3 (Fees, Expenses), 5(b) (Warranty), 6 (Confidentiality), 7 (Indemnification), 8 (Limitation of Liability), 9 (Term of Agreement), 13 (General) and 14 (Applicable Law) will survive termination of this Agreement indefinitely or to the extent set out therein.

10. Force Majeure. Except for Client's payment obligations, neither party is responsible from any delay or failure to perform resulting from causes beyond its reasonable control.

11. Independent Contractor. Each party will act as an independent contractor and employees of each party will not be considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. Neither party may make any commitments binding on the other, nor may either party make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

12. Publicity. Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name in client list.

13. General.

a) No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

b) Any notice alleging a breach of this Agreement must be in writing and be sent by overnight courier or delivered in person to the party's address set forth in this Agreement,

the SOW or as provided to the other party in writing. Any other notice required to be provided by Granicus under this Agreement may be sent by postal mail service or e-mail to the individual designated by Client. Client's mailing and email address are as set forth in the SOW. The mailing and email address of Granicus is as follows:

Granicus
Contracts
408 St. Peter Street, Suite 600, Saint Paul, MN 55102
(651) 757-4154
contracts@granicus.com

c) If any provision of this Agreement or the SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement or SOW will remain in full force and effect.

d) Client agrees not to export, re-export, or provide the Deliverables to: (i) any country to which the United States has embargoed goods; (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Denied Persons List; or (iv) any person or entity where such export, re-export or provision violates any U.S. Export control or regulation.

e) Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void.

f) This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

14. Applicable Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is located in Canada, this Agreement will be governed by the laws



of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

15. Entire Agreement. This Agreement and the SOWs and purchasing documents governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Inconsistencies between documents will be resolved in the following order: (i) this Agreement; (ii) SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders). If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. The SOW will be signed by authorized representatives of Granicus and Client or be incorporated and referenced into a legally binding document between the parties.

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

DATED this ____ day of _____, 2024.

Witnesses:

Print Name: _____

Print Name: _____

CITY OF ORMOND BEACH

By: _____

BILL PARTINGTON

Mayor

By: _____

JOYCE SHANAHAN

City Manager

DATED this ____ day of _____, 2024.

Witnesses:

Print Name: _____

Print Name: _____

GRANICUS, LLC

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____



City of Ormond Beach

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

EXHIBIT "A"

2023

Request for Proposal



Streaming and
Recording system
and Website
Redesign

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Section A: Request for Proposals



City of Ormond Beach

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

REQUEST FOR PROPOSALS

PROPOSER ACKNOWLEDGEMENT FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

RFP TITLE: Streaming and Recording System and Website Redesign

RFP NUMBER: 2024-04

RFP OPENING DATE & TIME: October 24, 2023, 2:30 PM

RFP OPENING LOCATION: City Hall Training Room (breezeway)

PRE-PROPOSAL MEETING DATE & TIME: Wed. October 11, 2023 3:00 PM Training Room

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

PROPOSER'S NAME: Justin Bergmann

PROPOSER'S MAILING ADDRESS: 408 St. Peter St.

CITY-STATE-ZIP: St. Paul, MN 55102

F.E.I.N.: 41-1941088

PHONE NUMBER: (800) 314-0147

EMAIL: Justin.Bergmann@granicus.com

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

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

X DocuSigned by:
Brendan Stierman
8E342585D3714DF...
AUTHORIZED SIGNATURE (MANUAL)
Brendan Stierman
NAME (TYPED)
Manager, Contracts
TITLE
10/23/2023

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SILENCE OF SPECIFICATIONS: The apparent silence of any specification and any supplemental specifications as to any details or the omission from same of any detailed description concerning any point shall

be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship is to be first quality. All interpretations of the specifications shall be made upon the basis of this statement.

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

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

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

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

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

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

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

COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW:

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

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

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

CITY CLERK

22 SOUTH BEACH STREET

ORMOND BEACH, FLORIDA 32174

(386)677-0311

CITYCLERK@ORMONDBEACH.ORG

or online at

<https://www.ormondbeach.org/prr>

THE CITY OF ORMOND BEACH RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS, AND TO WAIVE INFORMALITIES AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE CITY.

TERMS AND CONDITIONS

- A. The City of Ormond Beach reserves the right without prejudice to reject any or all proposals, to request clarification of information submitted, and to request additional information of one or more proposers.
- B. The City reserves the right to award the contract to the next most qualified firm if the successful firm fails to execute a contract within two weeks after the award of the contract by the City Commission.
- C. In accordance with federal, State, and local regulations, the firm shall not discriminate under the contract against any person.
- D. The firm shall not assign or transfer any interest in the contract without prior approval of the City Commission.
- E. The City reserves the right to terminate the contract at any time due to the vendor's default under terms of agreement.
- F. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Ormond Beach and the firm selected.
- G. Submittals should include a copy of firm's insurance certificate, Conflict, Non-Conflict of Interest Statement/Litigation Statement, Drug Free Workplace Certificate and E-Verify Statement.

1. Project Description

The City of Ormond Beach is looking for Implementation of a professional self-managed meeting streaming and recording system and a video solution that allows the City to fully outsource the operation and production of multi-camera broadcast for public meetings. We are inviting solution providers to respond to this request for proposals and provide information on their integrated, automated and user-friendly full-service video streaming and on demand solution. More specifically described in Section B.1.

The City of Ormond Beach is also seeking a web design vendor to complete a redesign of the City's municipal website (<http://www.ormondbeach.org>) to launch on or before May 1 , 2024. Emphasis is placed on enhancing the user experience with a modern, functional design, faster site speeds, and responsive capability. The preferred vendor will also be able to offer solutions that would enable the end user to transact business with the City remotely as well as provide a streamlined content management system (CMS) that offers greater functionality, a permissions-based workflow, and an easy-to-use interface that doesn't require coding knowledge.

The new website must be developed with a responsive design that will adjust to all devices. The new website will have the depth of functionality that will enable the City of Ormond Beach's staff to streamline processes and provide the best user experience for our citizens, more specifically described in Section B.2.

The City of Ormond Beach also seeks a vendor that has the capability of integrating additional features and functionality that may be identified in the future. The City of Ormond Beach expects the vendor to provide secure, cloud-based hosting services and 24/7/365 support.

The City of Ormond Beach seeks a partnership with the chosen vendor to create an online presence that continually engages the community.

SCHEDULE OF PROPOSAL

September 24, 2023	Advertisement
October 11, 2023 at 3:00 PM	Non-mandatory pre-proposal meeting City Hall Training Room, 22 South Beach Street
October 24, 2023, 2:30 PM	Proposals Due - one (1) signed original of the con packet along with one (1) fully complete electron format on either a CD or thumb drive. Both versik the sealed envelope. Submit proposals to the Pur Coordinator, Room 102, City Hall, 22 South Beach Ormond Beach, FL 32174.
November 8 - 16, 2023	Proposal Rankings- Short Listing
November 27- December 8	Vendor Demonstrations
January 16, 2024	City Commission Approval of contracts.

INFORMATION TO BE SUBMITTED:

Submit one (1) signed original of the complete proposal packet along with one (1) complete electronic copy in pdf format on either a CD or thumb drive which must include the following:

1. One unbound copy which includes the following information:

- a. Letter of interest.
- b. Proposer Acknowledgement form & RFP Response form (2 Pages), completed.
- c. Overview description of the firm and its ability to provide the services and equipment being applied for.
- d. Provide three of references where similar work of similar size and nature is currently in process or recently completed for this engagement and contact information for each.
- e. Whether or not the firm or individual is a certified Minority Business Enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- f. Copy of firm's certificate of insurance.
- g. Completed Conflict, Non-Conflict of Interest Statement/Litigation Statement.
- h. Completed Drug-Free Workplace Certification
- i. Verification of employment status using E-Verify Form

2. The Proposal should also address the following topics

Section B: Minimum Requirements

The information in this section represents required functional capabilities necessary to meet the City of Ormond Beach's goals for the Streaming and Recording System and Website Redesign. The items listed are not all-inclusive, and other items may be recommended or added to benefit the City. The City of Ormond Beach's new vendor must be able to provide, at a minimum, the components listed below:

Features

2. Commission Meeting remote Broadcast System –

A. Video Services:

1. Fully outsource the operation and production of a multicamera broadcast for public meetings
2. Stream video to social platforms, PEG channels, streaming services, and web portals
3. Captioning for ADA compliance
4. Ability to index and cross link with the agenda management software
5. Ability to create points within the video tied to the relevant agenda item
6. Archival capabilities
7. Indexed and searchable content based off meeting agendas
8. Technical support for issues:

- a. M-F 8:00 a.m. to 8:00 p.m. local time
- b. Emergency support options outside of the above hours
- c. Other support options as determined appropriate by Ormond Beach City Staff

3. Website Redesign & Content Management System –

A. Engagement & Communication

- Alerts & Notifications – Ability to display alerts prominently on website
- Calendar - Update/publish calendars for departments/categories with a main calendar to display all events; Calendar items must come equipped with their own URL for ease of sharing.
- News & Announcements - Post news releases or updates to relevant pages dynamically, based on category
- Sharing Capability - Links to share content via email and social media on every page; option for multiple redirects for the same page
- Add a section on live-streaming...

B. Document Management

- Document Storage - Upload/download capability for files; Ability to search within back-end for published and unpublished documents
- Online Forms - Create unlimited customizable forms, track and export results
- Image Repository - Store images in a central location on website within content management system (CMS)
- Rotating Photos/Banners - Slideshow capabilities

C. Information & Navigation

- Communicate strategies that promote a strong navigational structure; page layout concepts/templates that optimize the user experience
- Intuitive search functionality
- Directories - Ability to allow citizens to search for information about staff members
- Employ ADA best practices to include: multilingual content support, color contrast ratio, font enlargement, video captioning, alt text, identical user experience across all available web browsers, etc.

D. Administrative Features

- Browser-Based Administration - Update, delete and create content from any device with internet access
- Content Scheduling - Set dates for content to automatically publish and expire, content approval workflows

- Permissions - Allow system administrators to establish levels of rights for staff to update/manage/access content based upon roles/department
- What you see is what you get (WYSIWYG) Live Editing - Add, edit and move content directly on the front end of the site without the need to utilize or be trained in writing HTML or CSS code
- Multilingual Support - Using Google Translate or similar
- Printable Pages - Print-friendly function
- Responsive Web Design - Fully mobile responsive design: Site adjusts to the any device screen, including for forms, calendars, etc.
- Site Search - Internal site search engine and log of search terms
- Site Statistics - Analytics and site audit reports
- Sitemap & Breadcrumbs - Automatically generated and updated sitemap and breadcrumbs
- Social Media Interface - Display feeds of social media accounts
- Lightweight Directory Access Protocol and Security Assertion Markup Language (LDAP/SAML) integration for user access management controls (preferred)

4. Project Management & Implementation

The chosen vendor will supply a professional project team to oversee and provide the implementation services needed for a successful transition of the City of Ormond Beach's Broadcast system and Website redesign. The vendor's project team shall be responsible for developing a comprehensive project management plan to include outlining methods of communication for implementation, supplying a detailed project timeline, and identifying tasks and deliverables for staff within the City of Ormond Beach and the vendor's staff.

5. Training

The City of Ormond Beach expects the vendor to provide in-depth, professional training services, which will educate City staff on functionality, features, processes, and best practices. Training sessions should prepare City staff to confidently maintain both the new Agenda Management and the new website after launch.

6. Continuing Services

The City of Ormond Beach anticipates an ongoing partnership with the chosen vendor after launch, which shall include:

A. Technical Support & Services

- Technical Support – The vendor shall provide U.S.-based, live technical support, including emergency support after business hours. Technical support shall be available through multiple communication channels, including phone, email, and chat. Self-service training (video tutorials, documents, or webpages) shall be available for City of Ormond Beach staff to access at any time.
- Maintenance – The vendor shall continually work to enhance and update the systems. This should include, at a minimum, development, testing, backups, and regularly scheduled fixes, patches, and other enhancements.
- Ability to accommodate integration of future services and/or functionality that the City needs to provide adequate and timely service to customers.

B. **Hosting & Security**

- 99.9% uptime (outside of scheduled maintenance) guaranteed by Service Level Agreement
- U.S.-based, tier II data center with 24/7/365 system monitoring
- Automated software updates and security patches and high-performance SAN with N+2 reliability
- Minimum bandwidth of 22 Gb/s
- Disaster recovery process with a recovery time objective no greater than eight hours and recovery point objective no greater than 24 hours
- Geographically redundant backups
- DDoS mitigation with DDoS advanced security coverage options

C. **Website Refresh Process**

- A refresh may entail updating the look, feel, or mechanics of the website to align with changing trends and/or customer needs
- Vendor to provide details regarding its website refresh process, including any additional cost or eligibility factors

Section C: General Instructions

GENERAL INSTRUCTIONS

- **Inquiries:** Technical questions may arise as firms are preparing their proposals. The City will accept written inquiries regarding this RFP until seven (7) working days prior to the RFP due date. Questions received after

that time will not be responded to. Answers to questions that warrant attention of all the potential proposers will be distributed in the form of an addendum. Please direct written inquiries to:

Rob Hart
Purchasing Coordinator
22 South Beach Street Room 102
Ormond Beach, Florida 32174
Telephone: (386) 676-3223 e-mail: rob.hart@ormondbeach.org

The last day to submit questions is October 18, 2023 at 5:00pm. Questions submitted after this time may not be acknowledged.

- **Signature Requirements:** Proposals must be signed by a duly authorized officer(s) of the proposing firm. Consortiums, joint ventures, or teams submitting proposals, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each proposal shall indicate the entity responsible for execution on behalf of the proposal team.
- **Proposal Delivery:** Submit one (1) unbound original of the complete proposal packet along with one (1) fully complete electronic file in pdf format on either a CD or thumb drive, no later than October 24, 2023, 2:30 PM. Submit proposals to the Purchasing Coordinator, Room 102, City Hall, 22 South Beach Street, Ormond Beach, FL 32174. Proposals shall be in a sealed envelope with the RFP title and number plainly marked on the outside of the delivery envelope or package. It is the sole responsibility of the submitter to ensure that the Proposal is delivered on or before the specified date and time. Late submittals will not be accepted.
- **Addenda and Supplements to the Request for Proposals (RFP):** In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the proposing firm to make an adequate interpretation of the provisions of this RFP, a supplement to the RFP will be provided to each firm that has requested a copy of this document.
- **Rejection Rights:** The City of Ormond Beach reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFP including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all submittals, to cancel or withdraw this RFP at any time and to negotiate with any party prior to or after submittal of proposals. Selection is also dependent upon the negotiation of a mutually acceptable contract with the successful proposers.
- **Cost of Proposal Preparation:** No reimbursement will be made by the City of Ormond Beach for any costs incurred in the preparation of the proposal or presentation.
- **Proposals to be in Effect:** Each proposal shall state that it is valid for a period of not less than 90 days from date of receipt.

SELECTION OF FIRM

Evaluation Criteria: Evaluation Criteria: The City will evaluate prospective candidates based upon the experience and past performance of the firm. Evaluation will also be based upon the abilities and accomplishments of the individuals to be assigned to the project and relevant project experience.

Scoring Parameters:

- Experience & Past Performance (15 points)
- Financial ability (10 points)
- Management & Service Level Plans (10 points)
- Organizational Structure (15 points)
- Equipment and Infrastructure (10 Points)
- Transition Plan (15 Points)
- Price (25 points)

Experience & Past Performance: Firm's projects of the same or similar type, size, scope, cost, and complexity. Number of years and/or projects that reflect this experience. Ability to remain on schedule, cooperation with City/County, timely coordination, minimum number of deficiencies and/or complaints, commitment to excellence in workmanship and professionalism. Nature and scope of the past performance and/or contract issues to include method of resolution.

Financial ability: Ability to provide such services to include copies of most recent financial statements or balance sheets that clearly show assets, liabilities, credit lines, debt, or, if available, the most recent audit:

Management & Service Level Plans: Plans for the oversight of all services and the coordination with the City to include resolution of customer concerns and to provide service in a timely fashion, including emergencies and after-hours responses.

Organizational structure: Firms structure with number and qualifications of key staff, Project Manager, and staff's expertise and dispatching capabilities. Include resumes of the Project Manager, lead network engineer, lead programmer, technical supervisor, and other key staff. Supporting Engineers should be within 120 miles of the City of Ormond Beach.

Equipment and infrastructure: Equipment and supporting infrastructure available to service a contract of this size in addition to the Vendor's current accounts and the maintenance schedule for its equipment.

Transition Plan: A plan outline indicating the company's approach to transition of services and training

Price proposal: base price plus any combinations of alternates the City of Ormond Beach chooses.

A designated selection committee will review and evaluate responses to this RFP for each firm that submits and will rank the proposals based on the evaluation criteria. The Committee shall designate no less than three of the most qualified proposers (assuming three or more proposals are received), based on rankings to be considered for the contract. These proposers may be invited to appear for interview by City staff or be asked to further demonstrate their qualifications. Final contract will then be negotiated and submitted to the City Manager for approval and recommendation to the City Commission.

TERM OF AGREEMENT

The contract shall be for the duration of this project.

Insurance Requirements: The Consultant shall purchase at his own expense and maintain throughout the duration of the contract the types and amounts of insurance in form and from companies satisfactory to the City and shall furnish proof of insurance prior to commencing work.

The Consultant shall indemnify and hold harmless the City and its employees from and against all claims, damages, losses, and expenses including, but not limited to, attorneys' fees arising out of or resulting from work provided that the claim, damages, loss and expense is caused in whole or in part.

The City reserves the following rights:

- Modify, extend, or cancel this RFP at any time to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Issue a new RFP with terms and conditions that are the same, similar or substantially different as those set forth in this or a previous RFP in order to obtain additional proposals or for any other reason the City determines to be in its best interest;
- Conduct pre-award discussion and/or pre-award negotiations with any or all responsive and responsible proposer(s) who submit proposals determined to be reasonably acceptable of being selected for award; and, conduct personal interviews or require presentations of any or all proposer(s) prior to selection.
- Request that proposer(s) furnish additional information as the City may reasonably require.
- Accept or reject qualifications or proposals in part or whole, and/or waive any defect or deficiency in any proposal, if in the City's sole judgment, the defect or deficiency is not material in response to this RFP;
- Limit and/or determine the actual contract services to be included in a contract.
- Engage outside experts to assist staff in evaluating the merits and viability of each proposer.
- Obtain information for use in evaluating submittals from any source.
- Verify the information received in the proposal. If a proposer knowingly and willfully submits false information or data, the City of Ormond Beach reserves the right to reject that proposal. If it is determined that an Agreement was awarded as a result of false statements or other data submitted in response to this RFP, the City of Ormond Beach reserves the right to terminate the Agreement.

The City shall be the sole judge of the proposer's Proposals.

REGISTRATION AND INSURANCE REQUIREMENTS FOR VENDOR/CONTRACTOR WORKING ON CITY PROJECTS

Registration Requirements

VENDORS doing business within the City Limits must be registered with the City. Requirements for registering a business are as follows:

Copy of City Business Tax Receipt (where your business is located).

Certificate of Insurance showing General Liability and Workers' Comp (or State Workers' Comp Exemption form).

Application Fee: \$25.00 For more information, contact the City's Business Tax Receipt official.

State Certified/Registered Contractors

All registered contractors must be registered with Volusia County. Volusia County Contractor Licensing, 123 W. Indiana Ave., Rm 203, Deland, Fl. 32720 (386) 736-5957 Opt. 2 –(386) 248-8158 Fax. Certified Contractors have the option of registering with Volusia County, or providing information directly to the business tax receipt official.

If you have any questions regarding the above requirements, please contact the business tax receipt official at (386) 676-3370.

Section D: Exhibit A

EXHIBIT "A"

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the

Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.

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

10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. **Hold Harmless and Indemnity**

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

2. **Payment on Behalf of City**

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

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

3. **Loss Control/Safety**

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

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

4. **Service Bond**

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

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

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

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

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

\$1 Million Combined Single Limit for Bodily Injury

and Property Damage

(d) Excess Liability

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

(e) Builder's Risk

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

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

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

D. Requirements for Certificates of Insurance

1. With the execution of the Contract Documents, the Contractor, including service-related contractors, shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days' prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the cancellation endorsement signed by an authorized representative of the insurer, be given to the City. The contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACORD FORM 25-S (7/90), or its successor form, and shall be made a part of the Contract Documents.
2. New certificates of insurance shall be provided to the City at least fifteen (15) days prior to coverage renewals.
3. If requested by the City, the contractor shall immediately furnish complete copies of the Contractor's insurance policies, forms and endorsements.

4. For Commercial General Liability coverage the Contractor shall, at the option of the City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage. If the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit may be required by the City for the given contract.
5. If the Contractor fails to obtain and maintain for the life of the Project the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with such company as it deems satisfactory. Any amounts expended by the City in payment of premiums for such insurance shall be deducted by the City from the amount due the Contractor for the work covered by the Contract.

E. Policies of Insurance

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

City of Ormond Beach
Request for Proposals (RFP)

Streaming and Recording System and Website Redesign
(RFP No. 2024-04)

RFP Response Form

THIS RESPONSE IS SUBMITTED TO:

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

The undersigned SUBMITTER proposes and agrees, if this Submittal is accepted, to enter into a Contract with the CITY that reflects the items of this Request for Proposal (RFP) and to provide all services, as specified or indicated in the RFP Documents, in full accordance with the terms and conditions set forth in therein.

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

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

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

<u>Addendum Date</u>	<u>Addendum Number</u>
<u>10/2/2023</u>	<u>1</u>
<u>10/4/2023</u>	<u>2</u>
<u>10/16/2023</u>	<u>3</u>

Receipt of all of which is hereby acknowledged.

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

*Subject to Granicus exceptions letter

advantage over any other Bidder or over the CITY.
THIS RESPONSE IS SUBMITTED BY:

COMPANY NAME: Granicus, LLC

VENDOR/CONTRACTOR LICENSE NUMBER: N/A

ADDRESS: 408 St. Peter Street
St. Paul, MN
55102

PHONE NO.: 1-800-314-0147 FAX NO.: 651-665-0943

SUBMITTER'S NAME: Brendan Stierman

(Typed or Printed in Ink)

TITLE: Contracts Manager

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

declare that I have read and fully understand the RFP Documents and, including the General Conditions and the Scope of Work, and that I am duly authorized to sign and submit this Submittal.

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

PROPOSER: PLEASE ENSURE THAT YOU HAVE SIGNED THE RFP RESPONSE FORM OF THIS REQUEST FOR PROPOSAL. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach

Streaming and Recording System and Website Redesign

(RFP No. 2024-04)

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.

Granicus, LLC

DocuSigned by:
Brendan Stierman

8E342585D3714DF...

AUTHORIZED SIGNATURE

Brendan Stierman

SIGNER'S NAME (PRINT OR TYPE)

Manager, Contracts

TITLE

10/23/2023

DATE

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

City of Ormond Beach
Request for Proposals (RFP)

Streaming and Recording System and Website Redesign

(RFP No. 2024-04)

CITY OF ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Granicus, LLC

DocuSigned by:
Brendan Stierman
8E342585D3714DF...

Authorized Signature

Brendan Stierman

Print Name

Manager, Contracts

Title

City of Ormond Beach
Request for Proposals (RFP)
Streaming and Recording System and Website Redesign
(RFP No. 2024-04)
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.

DocuSigned by:
Brendan Stierman
8E342585D3714DF...
AUTHORIZED SIGNATURE
Brendan Stierman
NAME
Manager, Contracts
TITLE
10/23/2023
DATE

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Pricing Overview and Details

The pricing and terms with this Proposal are specific to the products and volumes combined with this Proposal.

One-time Fees

Solution	Billing Frequency	Quantity/ Unit	One-time Fee
-----------------	--------------------------	-----------------------	---------------------

Government Experience Cloud (Enterprise) – Setup, Config and Training // Website

<i>Project Management, Research, Design, Development, and Deployment</i>	<i>Milestones 40/30/30</i>	<i>1 Each</i>	<i>\$67,400.00</i>
<i>Training</i>	<i>Milestones 40/30/30</i>	<i>1 Each</i>	<i>\$500.00</i>

Government Experience Cloud (Enterprise) – Setup, Config and Training // Video Streaming

<i>Avior™ PRO Remote Broadcast System – Three Camera Set-up</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$41,390.00</i>
<i>Avior™ Custom Pre-assembly & Install</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$7,500.00</i>
<i>Standard Caption Encoder/Decoder</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$6,290.00</i>
<i>Avior™ Set-up and Deployment</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$1,080.00</i>

Government Experience Cloud (Enterprise) – Setup and Configuration // Voting

<i>VoteCast – Onsite Training</i>	<i>Upon Delivery</i>	<i>1 Day</i>	<i>\$3,000.00</i>
<i>VoteCast Display CPU (Dell) (ME)</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$980.00</i>
<i>VoteCast Display Setup and Configuration</i>	<i>Upfront</i>	<i>4 Hours</i>	<i>\$900.00</i>
<i>VoteCast Display Setup and Configuration</i>	<i>Upfront</i>	<i>4 Hours</i>	<i>\$900.00</i>
<i>iLegislate Voting Setup and Configuration</i>	<i>Upfront</i>	<i>1 Hour</i>	<i>\$200.00</i>
<i>US Shipping Charge C - Large Item</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$125.00</i>
<i>US Shipping Charge B - Medium Item</i>	<i>Upon Delivery</i>	<i>1 Each</i>	<i>\$60.00</i>
Subtotal:			\$130,325.00

New Subscription Fees

Solution	Billing Frequency	Quantity/ Unit	Year 1
Government Experience Cloud (Enterprise) – Setup, Config and Training // Website	Annual *	1 Each	\$40,500.00
Government Experience Cloud (Enterprise) – Setup, Config and Training // Video Streaming			
Avior™ 50:	Annual *	1 Each	\$25,759.50
CaptionLive Basic Automated (up to 100 hours), overage fee \$57.50 per hour	Annual *	1 Each	\$5,750.00
Optional Extended Warranty for Avior™ Camera Control System(s)	Annual *	1 Each	\$1,999.98
AVIOR Control Software System	Annual *	1 Each	\$1,604.25
Government Experience Cloud (Enterprise) – Setup and Configuration // Voting			
VoteCast Standard Package (iLegislate)	Annual *	1 Each	\$4,032.00
*Subscription fees will not be billed until each component goes live and functional.			Subtotal: \$79,645.73

Future Year Pricing

Annual Subscription Fees				
Solution	Year 2	Year 3	Year 4	Year 5
Government Experience Cloud (Enterprise) // Website	\$ 42,525.00	\$ 44,651.25	\$ 48,883.81	\$ 49,228.00
Government Experience Cloud (Enterprise) // Video Streaming	\$ 36,869.42	\$ 38,712.89	\$ 40,648.53	\$ 42,680.96
Government Experience Cloud (Enterprise) // Voting	\$ 4,233.60	\$ 4,445.28	\$ 4,667.54	\$ 4,900.92
Subtotal:	\$ 83,628.02	\$ 87,809.42	\$ 92,199.88	\$ 96,809.88

Technology and Annual Licensing Overview

1. Website Capabilities

a. Website & Content Management System

- i. Client is equipped with the technology, expertise, and training to keep the website relevant and effective over time. Additional benefits include:
 - 1. All out of the box functionality
 - 2. Platform setup and full project management
 - 3. Managed cloud hosting via Microsoft AzureGov
 - 4. Ongoing security updates
 - 5. Ongoing product updates and enhancements
 - 6. WCAG AA Accessibility maintained perpetually
 - 7. 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA)
 - 8. Comprehensive SLA and Support Ticketing system

b. Website Enhanced Cloud Security

- i. Deployment of Imperva Security and Content Delivery Network (CDN). Providing leading caching and security resulting in enhanced protection from malicious attacks.
- ii. Once configured, it continuously monitors and blocks attacks. With a global 24/7/365 security operations center, it provides an expertly managed web application firewall, distributed denial of service attack protection and advanced bot detection.

c. Digital Forms + Workflow Automation

- i. A digital forms builder specifically designed for Government. Government services can be complicated, but the experience for the residents accessing them shouldn't have to be. A digital forms builder perfect for the business of government, with capabilities that will help you convert complex, multi-page forms and processes into simple, step-by-step online forms that adjust based on customers responses.
- ii. Enterprise plan includes up to: 30 users, 100 published forms.
- iii. Key features include:
 - 1. Workspaces
 - 2. Response workflows
 - 3. Custom documents (Certificates, permits, formal letters & more)
 - 4. Form versioning & scheduling
 - 5. Drag and drop form builder
 - 6. Display logic and calculations
 - 7. Payments
 - 8. Insights dashboard
 - 9. Form analytics

10. Support team access
11. Save responses
12. Unlimited responses
13. Data connections and API access
14. Up to: 50GB file uploads, 2,000 web API calls per hour, 20 custom documents per form

d. Email & SMS Outreach Communications (up to 5k subscribers):

- i. Client can utilize several different outreach mediums, including email, SMS/text messages, RSS feeds, and social media integration to connect with its target audiences.
- ii. Additional benefits include:
 1. Unlimited email sends with industry-leading delivery and management of all bounces
 2. Support to upload and migrate existing email lists
 3. Access to Granicus Network
 4. Ability to send mass notifications to multiple devices
 5. 24/7 system monitoring, email and phone support during business hours, auto-response to inbound messages from end users, and emergency support
 6. Text-to-subscribe functionality
 7. Up to 2 web-hosted training sessions annually
 8. Up to 50 administrators
 9. Up to 1 account(s)
 10. Access to a complete archive of all data created by the client for 18 months (rolling)
 11. Up to 3 hours of message template and integration development
 12. Up to 100 subscription topics
 13. Up to 100,000 SMS/text messages per year from a shared short code within the United States*
 - a. International numbers are not supported. SMS/text messages not used in the period of performance will not carry over the following year.

e. Community Engagement & Sentiment Analysis

- i. Unlimited engagement package for teams:
 1. Annual subscription
 2. Unlimited engagement projects per year
 3. Two Site Administrators
 4. Unlimited Project Administrators
 5. Access to all standard tools including embeddable Surveys/polls, Forums, Guestbook, Stories, Q&A, Ideas, Places and Newsfeed
 6. Customizable registration form and Participant Relationship Manager (PRM)
 7. Appearance editor for homepage management, branding and styling

8. Access to reporting and analysis tools including Survey Analysis, Text Analysis with sentiment, tool and project dashboards, customizable PDF survey reports and downloadable excel reports
9. Newsletters for project updates and project communication
10. 24/7 independent moderation, in-app chat and email support, access to Helpdesk and Granicus Community.

2. Video Streaming Capabilities and Warranty Details

a. Avior™ 50 & Avior Control Software System

- i. AVIOR™ 50 Managed Service SaaS: Remote Switching for up to 50 meetings per year.
- ii. Warranty. Provider warrants that: (i) any streaming server hardware provided by Granicus Swagit not in good working order and used under normal operating conditions, will be fully replaced for a period of three (3) years; (ii) thereafter, all costs of streaming server hardware replacement due to any failure or caused by normal wear and tear, shall be at the City's expense; (iii) all proprietary software for any streaming server shall be fully replaced or upgraded, at no cost to the City, for the life of the contract; and, (iv) all hardware and software for the broadcasting equipment (as identified and described in the Scope of Services, page 5, "Avior Broadcast System"), shall be replaced or fixed with respect to each components manufacturer's warranties; and (v) all hardware and software for the caption equipment (as identified and described in the Scope of Services, page 3, "Captions Encoder"), shall be replaced or fixed with respect to each components manufacturer's warranties.

b. Optional Extended Warranty for AVIOR™ Camera Control Appliance(s)

- i. Extends warranty on the encoder and cam control in the Avior system (the encoders) from 3 to 5 years; extension includes coverage for two (2) additional warranty years on Avior control systems only (camera and switcher are not included)

c. CaptionLive Basic (Automated) – Up to 100 hours per year

- i. CaptionLive Basic - Automated Transcription Service in English with no text cleanup, per hour.

3. Voting Capabilities

a. VoteCast Standard Package (iLegislate)

- i. VoteCast is a hybrid Software-as-a-Service (SaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By

leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name.

ii. VoteCast includes:

1. Unlimited user accounts
2. Unlimited meeting bodies
3. Access to one Granicus platform site
4. Access to the VoteCast software application for elected officials
5. Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room
6. VoteCast Display (small form factor Dell CPU) is usually purchased through Granicus and should be represented on your proposal/quote
7. Client is responsible for purchasing compatible hardware (Compatible hardware includes Windows Desktops or tablets, Mac Desktops, or iPads)

Project Approach (Statement of Work)

1. Website Overview and Detailed Deliverables

a. GXG Information Architecture

- i. Updating your website's Information Architecture (IA) is key to improving the overall user experience. Our IA process involves website data analysis, user research and user testing, and other best-practice methodologies that serve to seamlessly bridge your goals with user needs. This effort will result in a strategic and scalable approach to content priorities, a development of a navigation structure for your new site, and the creation of an actionable implementation strategy for your existing content.

Activities include:

1. Kickoff: Align on goals, expectations, timelines, and deliverables
2. Data Audit: We'll review surveys, Google Analytics, and any other piece of data to get a sense of how the website is currently utilized, what the user priorities are, and how the current content is meeting their needs.
3. User engagement: Conduct up to one (1) card sort with up to forty (40) external users OR up to one (1) tree test with up to forty (40) external users

ii. Deliverable:

1. Recommendations & Implementation Report. Includes new Information Architecture map, connecting individual pages to their new categories and location in the site tree
- Assumptions:
2. Covers analysis and IA for sites with up to 2,500 URLs.
 3. Three-month period of performance to be completed within the contract period.
 4. Does NOT include a content audit.
 5. Does NOT include content creation.
 6. Client sources external users for testing. • Does NOT include document review.

b. GXG Digital Services Academy

- i. Digital transformation is more than just creating PDFs as online services. It's about creating a digital experience that starts long before the user gets to the online form.
- ii. GXG experience strategists will help your team think about your top services through a user experience lens, focusing on journey mapping, user stories, content improvement, user testing, and smart forms that include workflows and smart logic, learning how to support an improved user experience from the start. The Digital Services Academy lays the foundation for better government

websites, empowered teams, and engaged users. Activities include:

1. Insights Session. One (1) 30-min virtual meeting prior to the DSA with GXG and client to align on goals, dates, participants, and services.
2. Services review. Following the Insights Session, GXG will review each service selected to validate workshop feasibility.
3. Digital Services Academy. At least one GXG team member will be virtual with your team to facilitate three 2.5-hour workshops over the course of one week, on Monday, Wednesday and Friday, for example. Assumptions:
4. Sold as Firm Fixed Price (not Time & Materials).
5. Assumes a 1-month level of effort to be completed within the contract period.
6. Assumes the client has manual PDFs or use another digital tool.
7. No more than 20 participants for each session. Each participant should attend all three sessions.
8. NOT for clients that mainly use third-party applications for all services.
9. NOT for clients that have a centralized content creation model.

c. GXG Writing for the Web Workshop

- i. Content is the most important element of a website. We believe in using best practices to standardize and promote consistency. There's no better time to completely revamp your content than when you're updating your website and moving to a new CMS. We'll teach your team how to undeniably sound like the agency and focus on the user, helping you mature your communications and services over time. Services include:

1. Workshop kick off: align on goals, dates, and participants / services
2. Services review: review every service selected to confirm workshop feasibility
3. One 3-hour workshop (remote)
4. Sold as Firm Fixed Price (not Time & Materials). Assumes a 2-week level of effort to be completed within the contract period. Assumes the client has manual PDFs or use another digital tool. NOT for clients that mainly use third party applications for all services. NOT for clients that have a centralized content creation model (1-2 Content Authors/Publishers for the entire website)

d. Granicus Website & Content Management System (Enhanced Package)

- i. The Enhanced package provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout. It is recommended for

organizations that have a small/medium website implementation team with the capacity to engage in a design process to feature their existing branding using proven design patterns for digital transformation.

- ii. This package includes:
 - 1. Professional Project Management
 - a. Weekly / bi-weekly communication
 - 2. Basic UX Consultation, which may include one (1) or more of the following based on consultation with client:
 - a. One (1) site analytics report based on Google Analytics
 - b. One (1) homepage heatmap analytics visualization
 - c. One (1) internal stakeholder survey
 - d. One (1) Community survey export
 - e. One (1) modular homepage wireframe based on predefined building blocks
 - 3. One (1) Information Architecture (IA) Package (workshop)
 - a. IA Workshop including best practices review, two (2) hour session
 - 4. One (1) Content Rationalization Package (basic)
 - a. Best practices review, one (1) hour session
 - b. Site scrape loaded into AIM framework document
 - 5. One (1) Visual Design Package
 - a. One (1) homepage design concept
 - b. Interior page sample
 - c. Mobile version sample
 - d. Up to three (3) rounds of design revisions
 - 6. Up to two (2) CX features
 - a. Choose from Granicus library including My Area, 3rd party Chat Bot / Live Chat integration, UserWay integration, or Animated Data Visualization
 - 7. Development/CMS Implementation
 - 8. Content Migration - up to one hundred (100) pages
 - 9. QA & Accessibility Report
 - 10. Remote Training
 - a. Delivered in three (3) non-consecutive sessions eight (8) hours total
 - b. Up to ten (10) people
- e. **Granicus Digital Forms + Workflow Automation**
 - i. Set up and configuration of Enterprise License, 30 users, 100 published forms.
 - ii. Implementation will include online training which provides clients online sessions with a Granicus trainer to learn how to use the system.
- f. **Granicus Email & SMS**
 - i. Implementation includes:
 - 1. Access to an implementation consultant for up to 180 days

2. Access to existing Web-based recorded trainings around standard account functions and capabilities
 3. Up to 2 Web-hosted training sessions within 180 days of kickoff
 4. Up to 5 hours of message template and integration development within 180 days of kickoff
 5. Training provides a balance of Product knowledge and industry best practices to a specific audience. Sessions are delivered by product experts via videoconferencing technology.
- g. **Granicus Community Engagement and Sentiment Analysis**
- i. Set up and configuration of licensed module. Standard onboarding includes:
 1. Site delivery and onboarding details
 2. Scheduled kick-off call to discuss goals and implementation process
 3. Site Admin training on EHQ platform
 4. Site review and quality assurance checks prior to launch

2. Video Streaming Overview and Detailed Deliverables

- a. **Avior™ PRO Remote Broadcast System - Three Camera Setup**
 - i. Avior™ PRO Remote Broadcast System: Three HD Camera Solution
- b. **Avior™ Setup and Deployment**
 - i. Standard AVIOR™ system setup and remote deployment
- c. **AVIOR™ Custom Pre-Assembly & Install**
 - i. AVIOR™ Custom Pre-Assembly & Install
- d. **Standard Caption Encoder/Decoder**
 - i. Standard Caption Encoder/Decoder for IP-based handoff to cloud captioning (537): The standard caption encoder/decoder for broadcasters requiring basic caption insertion features. The unit offers automatic speech recognition captioning, supports a serial port or TCP/IP connection, and can also be equipped with an optional telco modem. Real-time automated transcription with appropriate service plan.

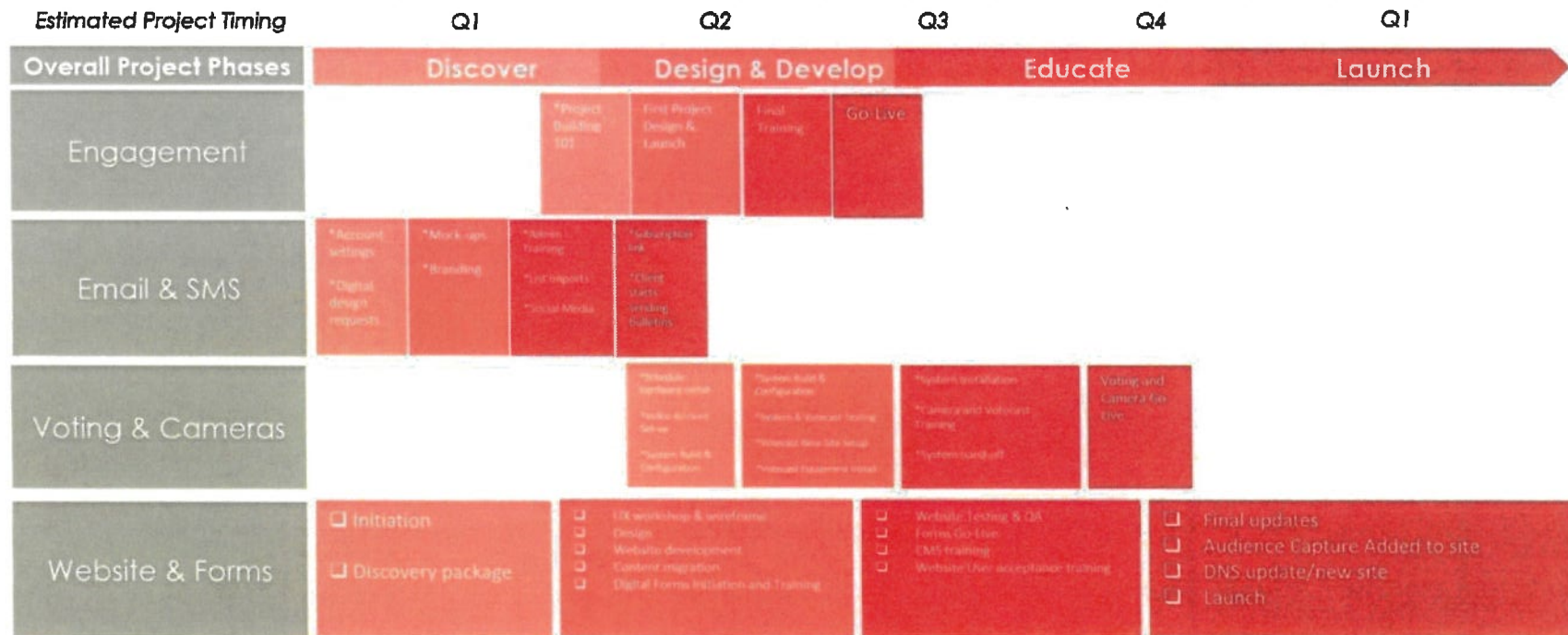
3. Voting Overview and Detailed Deliverables

- a. **VoteCast - Onsite Training – One (1) Day**
 - i. Votecast - Onsite Training for your VoteCast solution, which allows clients to have a Granicus trainer onsite for hands-on learning of their voting solution. Onsite Training consists of a six (6) hour day and includes all travel, meals, lodging and incidental expenses.
- b. **VoteCast Display CPU (Dell) (ME) – Four (4) Hours**

- i. Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.
- c. VoteCast Display - Setup and Configuration – Four (4) Hours**
 - i. Implementation includes:
 - 1. Access to an implementation consultant until project acceptance
 - 2. Design service for VoteCast Display template updates
 - 3. Access to video-based trainings around standard account functions and capabilities
- d. iLegislate Voting - Setup and Configuration**
 - i. Setup and configuration of iLegislate Voting
- e. US Shipping Charge C - Large Item**
- f. US Shipping Charge B - Medium Item**

Anticipated Project Timeline & Phasing

For illustrative purposes, customized project timeline delivered upon project inception



Project specific timeline and phasing are tailored to individual client needs and are set to align the project and its members to deliver on established strategic outcomes at project kick-off. Timelines and phases are **based on staff availability** and are agile inspired, designed to meet clients needs and accommodate unforeseen project obstacles when possible.



RFP Evaluation Summary

Project:Streaming and Recording System and Website Redesign

Recommendation of award highlighted

RFP Number: 2024-04

Date & Time: December 7, 2023 at 11:00 AM

The RFP's were scored on the following criteria:	Firms																			
	Civic Plus LLC				Granicus LLC				Houder				OrgCentral Labs dba Jesse James Creative				Tan Dev LLC			
	S. D.	C. O.	J. E.	Total	S. D.	C. O.	J. E.	Total	S. D.	C. O.	J. E.	Total	S. D.	C. O.	J. E.	Total	S. D.	C. O.	J. E.	Total
Experience & Past Performance - 15 points max	10	10	11	31	15	14	15	44	8	10	9	27	10	13	9	32	10	10	10	30
Financial ability - 10 points max	10	9	9	28	10	9	10	29	7	7	7	21	8	7	7	22	8	7	8	23
Management & Service Level Plans - 10 points max	7.5	7	6	20.5	10	8	10	28	5	6	5	16	9	8	9	26	9	8	8	25
Organization Structure - 15 points max	10	13	10	33	15	14	15	44	8	10	9	27	10	13	10	33	8	10	10	28
Equipment and Infrastructure - 10 points max	7.5	8	6	21.5	10	9	10	29	7	5	7	19	8	8	8	24	8	5	5	18
Transition Plan - 15 points max	10	8	10	28	10	8	10	28	10	8	11	29	10	8	9	27	12	5	12	29
Price - 25 points max	25	20	25	70	20	23	21	64	5	15	6	26	15	23	15	53	20	10	10	40
Total	80	75	77	232	90	85	91	266	50	61	54	165	70	80	67	217	75	55	63	193
Rank	2				1				5				3				4			

Rob Hart
Purchasing Coordinator

Susan Dauderis
City Clerk

Chuck Osteen
IT Manager

Jenn Elston
Public Information Officer



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.B

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-30
Strategic Goal:	Quality of Life - Other		
Department:	Finance - Grants		
Subject:	Agreement with Halifax Urban Ministries		
Summary:	This is a request for approval of an agreement with Halifax Urban Ministries, Inc., a non-profit organization providing services to the citizens of Ormond Beach through Hope Place.		
	On January 23, 2024, the City Commission approved Res. No. 2024-02 authorizing approval of the FY 2023-2024 Subrecipient Agreement with Volusia County which included the following:		
	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 includes ADA compliant detectable mats and curbing.		\$ 151,828
	The bid alternate sections will be: 1) Central Avenue to Mound Avenue 2) Mound Avenue to Fairview Avenue		
	Public Services		
Hope Place – Funding to be used to pay for greatly increased utility costs to support the facility. Utility costs include electricity, water, propane gas, internet, phone and garbage collection. 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	

	As a subrecipient of Volusia County, the City is required to have an agreement with Halifax Urban Ministries, Inc., to provide public services through Hope Place on its behalf with the use of a portion of the City's CDBG funding allocation. The attached draft agreement between the City of Ormond Beach and Halifax Urban Ministries, Inc., has been reviewed and approved by Volusia County Community Assistance to be consistent with program and federal guidelines.
Financial Impact:	There is no budgetary impact to the City's budget. The cost of the approved activities will be reimbursed to the City by the County of Volusia Community Assistance.
Citizen Impact:	Hope Place assists families with children and unaccompanied youth throughout Volusia County to gain independent living.
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends that the City Commission authorize the approval of the agreement with Halifax Urban Ministries, Inc., for FY 2023-24.
Staff Contact:	Loretta Moisio, Grants Coordinator, (386) 676-3315
Attachments:	1. 24-30 HUM Hope Place Subrecipient Agreement (P24-0G) 2. Agreement with HUM FY 23-24 3. DRAFT HUM Reporting Forms FY 23-24 4. CDBG FY 23-24 Subrecipient Agt Fully Executed JAN 31 2024
Approval:	Kelly McGuire, Finance Director 2/8/2024 Claire Whitley, Assistant City Manager 2/13/2024 Joyce Shanahan, City Manager 2/15/2024

RESOLUTION NO. 2024-30

A RESOLUTION AUTHORIZING THE EXECUTION OF A COMMUNITY DEVELOPMENT SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND HALIFAX URBAN MINISTRIES, INC., REGARDING HOMELESSNESS PREVENTION SERVICES PROVIDED AT HOPE PLACE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, by Resolution 2024-02, the City Commission approved a FY 2023-2024 Community Development Block Grant Subrecipient Agreement with Volusia County (“County”) which included funding for Halifax Urban Ministries, Inc. (“the Project”), and

WHEREAS, because the Project is being funded with Community Development Block Grant money, the County requires that the City of Ormond Beach and Halifax Urban Ministries, Inc., execute an agreement for the Project attached hereto and incorporated herein by reference, and

WHEREAS, the City Commission concurs with the foregoing recommendation, now therefore;

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

SECTION ONE. The Mayor and City Manager are hereby authorized and directed to execute a Community Development Subrecipient Agreement with Halifax Urban Ministries, Inc., regarding homelessness prevention services provided at Hope Place.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**Community Development
Subrecipient Agreement
FY 2023-2024**

THIS AGREEMENT, made and entered into this _____ day of _____, 2024, by and between the **City of Ormond Beach**, State of Florida, as the Implementer of the Community Development Block Grant Program (hereinafter referred to as "City"), and **Halifax Urban Ministries, Inc.** (hereinafter referred to as "Halifax Urban Ministries").

WITNESSETH

WHEREAS, the City of Ormond Beach has received funding under the federal Community Development Block Grant (CDBG) program from the County of Volusia, and,

WHEREAS, the City of Ormond Beach desires to engage Halifax Urban Ministries to provide homelessness prevention services within Ormond Beach for the benefit of low-moderate income families.

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. Scope of Service

The purpose of this agreement is to define the roles and responsibilities of the City of Ormond Beach and Halifax Urban Ministries in assisting Ormond Beach residents with homelessness prevention through the use of Community Development Block Grant funding through the City of Ormond Beach.

2. Confidentiality

All parties agree to observe the confidentiality provisions of their respective programs and regulations. All appropriate information, with respect to participant eligibility and employment, may be shared. This may include the use of an electronic database system for sharing appropriate information among parties. Records are public and must be made available if requested.

3. Responsibilities of the City of Ormond Beach

The City will receive and review monthly status reports and reimbursement requests from Halifax Urban Ministries. Once approved and paid by the City, a request for reimbursement will be submitted to Volusia County Community Assistance for reimbursement to the City.

4. Responsibilities of the Halifax Urban Ministries

Halifax Urban Ministries will provide services to the homeless at Hope Place, located at 1340 Wright Street, Daytona Beach, Florida, 32117. Hope Place will assist homeless families with children and unaccompanied youth to gain independent living as one in five homeless individuals in Volusia County is a child.

Halifax Urban Ministries will submit monthly status reports, reimbursement requests, and a LMI CDBG Clientele Status Report to the City. (Attachment I) Reimbursement requests must include backup documentation to include proof of payment, copies of invoices, receipts, and other necessary documentation.

5. Income Verification

Homelessness is an eligible population for the use of Community Development Block Grant (CDBG) funding; therefore, all Hope Place clients qualify under CDBG income requirements.

6. Term of Contract

The services of Halifax Urban Ministries will begin on October 1, 2023, and shall be completed by September 30, 2024. CDBG funding awarded for public services must be spent during the program year in which they were awarded; therefore, no extensions of this agreement will be allowed.

7. Compensation

Halifax Urban Ministries shall be paid a total consideration of **\$26,793.00 (twenty-six thousand seven hundred ninety-three dollars)** for full performance of the services specified under this agreement. The funding provided is to assist with the increased costs for electricity, water, propane gas, internet, phone, and garbage collection. Compensation shall be allowed on a reimbursement basis only after expenditures have been incurred by Halifax Urban Ministries in conformity with the approved budget.

In every case, payment will be made subject to receipt of a request for payment from Halifax Urban Ministries specifying and certifying that such expenses have been incurred and expended in conformance with this agreement and that Halifax Urban Ministries is entitled to receive the amount requested under the terms of the agreement.

Halifax Urban Ministries shall not claim reimbursement from the City for that portion of its obligation which has been paid by another source of revenue.

8. Budget

Community Development Block Funds will be used to assist in covering increased operating expenses for electricity, water, propane gas, internet, phone, and garbage collection at Hope Place.

General Terms and Conditions

- A. Halifax Urban Ministries agrees to submit program status reports and funds reimbursement requests on a monthly basis, **due to the City by the 5th of each month**, or more frequently if requested, and other reports as may be required. (Attachment I)
- B. Halifax Urban Ministries agrees to maintain racial, ethnic, gender, head of household, household income, and household size data showing the extent to which these categories of persons have participated in, or benefited from the project, and to submit this information to the City within 30 days of the last request from the City.
- C. Halifax Urban Ministries agrees to keep all necessary books and records, including property, personnel, and financial records, in connection with the operations and services performed under this agreement, and shall document all transactions and services performed under this agreement, and shall document all transactions so that all expenditures may be properly audited.
- D. Halifax Urban Ministries agrees that the City, or any authorized representative, has access to and the right to examine all records, books, papers or documents related to the project.
- E. Halifax Urban Ministries hereby severally warrants that all project records, books, papers, and documents will be retained for a period of not less than five (5) years after the project terminates and grants the City the option of retention of the project records, books, papers, and documents.
- F. Halifax Urban Ministries agrees to purchase any necessary insurance if its project and or the nature of the project requires insurance.
- G. Halifax Urban Ministries hereby severally warrants that it will establish and adopt safeguards to prohibit members, officers, and employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. Further, no member, officer, or employee of Halifax Urban Ministries who exercises and functions or responsibility with respect to the program during his or her tenure or for one year thereafter, shall have any financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, either for themselves or those with whom they have family or business ties, for work to be performed in connection with the program assisted under this agreement.
- H. The undersigned person signing as an officer on behalf of Halifax Urban Ministries, a party to this agreement, hereby severally warrants and represents that said person has authority to enter into this agreement on behalf of said

Halifax Urban Ministries and to bind same to this agreement, and further that Halifax Urban Ministries has authority to enter into this agreement and that there are no restrictions or prohibitions contained in any article of incorporation or bylaw against entering into this agreement.

- I. Neither the City, nor the County, shall be responsible or liable for any debts, actions, obligations, negligence, or liabilities committed or incurred by Halifax Urban Ministries, its staff or clientele; and Halifax Urban Ministries hereby agrees to defend, hold harmless and indemnify the City and the County from and against all liabilities for debts, obligations, and negligence. No payment, however, final or otherwise, shall operate to release Halifax Urban Ministries from any obligations under this agreement.
- J. Nothing contained in this agreement is intended to, or shall be construed in any manner to, create or establish an employer-employee relationship between the parties, nor shall any employee of Halifax Urban Ministries by virtue of this agreement by an employee of the City for any purpose whatsoever, nor shall any employee of Halifax Urban Ministries be entitled to any of the rights, privileges, or benefits of City employees. Halifax Urban Ministries shall be deemed at all times an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Halifax Urban Ministries assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment.
- K. Halifax Urban Ministries will be subject to all provisions of the Subrecipient Agreement between the County and the City (Attachment II) with regard to the administrative requirements of the U.S. Department of Housing and Urban Development (HUD) guidelines.
- L. Halifax Urban Ministries acknowledges receipt of a copy of the following Code of Federal Regulations:
 - 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- M. Compliance with Florida Public Records Law

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

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the contracted service.
- (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(e) Failure of Halifax Urban Ministries to comply with Public Records Law as provided by Florida Statutes, Chapter 119, shall subject the Agreement to termination for cause by the City.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE SHANAHAN
City Manager

Witnesses:

HALIFAX URBAN MINISTRIES

Print Name: _____

By: _____
BUCK JAMES
Executive Director

ATTACHMENT I – MONTHLY REPORTING AND REIMBURSEMENT FORMS

The forms within this attachment are required to be submitted monthly for subrecipients of City of Ormond Beach Community Development Block Grant (CDBG) FY 23-24 funding. The required forms include:

- **Section I** – CDBG Request for Monthly Reimbursement and Expense Summary Form
- **Section II** – CDBG Public Service Status Report
- **Section III** – LMI CDBG Clientele Status Report

Additional data such as proof of payment, copies of invoices, receipts, payroll records, employee signed timesheets and paystubs, daily activity logs, etc., are also required to support the monthly expenses and funds reimbursement request.

Failure to submit **all** sections of the report, including financial supporting data, will result in a delay of the approval process and subsequent payment.

The Request for Funds Reimbursement Form is due to the City of Ormond Beach by the 5th day of each month for the preceding month, regardless of the activity level or costs incurred until the Agreement is closed.

SECTION I

Request For Monthly Reimbursement and Expense Summary Form FY 2023/24

Subrecipient Name: Halifax Urban Ministries Funding Source: CDBG

Subrecipient Address: _____ Telephone Number: _____

City: _____ State: _____ Zip: _____

Month of Report - this is the month that the subrecipient expended funds:

(the report must be submitted by the 5th 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
Hope Place – To provide for the increased costs for electricity, water, propane gas, internet, phone, and garbage collection.	\$26,793.00			
Total	\$26,793.00			
AMENDMENT JOURNAL				
Agency Authorized Signature: <i>(This form is for reproduction or copying by Recipient)</i>		Request Date: (actual date signed)		
Print Name of Agency Authorized Signature:				

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

Subrecipient: Halifax Urban Ministries

Project Name: Hope Place – Operational Expenses

Month of Report - this is the month that the subrecipient expended funds: (the report must be submitted by the 5th day of the following month):

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

If yes, answer questions 2-8. If no, continue to question 9.

2. What is the amount being requested? _____

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

4. What timeframe did the Halifax Urban Ministries pay expenses? From _____ To _____

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

6. Is a Monthly Clientele Status Report included? ☐ Yes ☐ No

7. Estimated project/activity completion date: 9/30/2024

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

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

10. 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 Halifax Urban Ministries Activity Name Hope Place – Operational Expenses

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

<u>Income Level</u>	<u>Month</u>	<u>Year to Date</u>
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.

**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

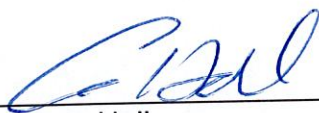
IN WITNESS WHEREOF, the COUNTY and the SUBRECIPIENT have executed this AGREEMENT.



Joyce Shanahan
City Manager
City of Ormond Beach

11/23/2024

Date



Carmen Hall
Community Assistance Director
County of Volusia

11/31/2024

Date



Bill Partington
Mayor
City of Ormond Beach

1/23/2024

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, an 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 placed 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 appropriated 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:	Date	
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			



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.C

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-31
Strategic Goal:	Public Safety - Other		
Department:	Finance - Grants		
Subject:	Assistance to Firefighters Grant Application		
Summary:	This is a request for the City Commission to allow the on-line submittal of a grant request to the U.S. Department of Homeland Security (DHS) under the Assistance to Firefighters Grant (AFG) 2023 for the purchase of 2 gear extractors and 2 gear dryers. Currently, the Fire Department has 1 gear washer/extractor which is shared between all 4 fire stations. The City also has an approved grant through the Florida Fire Marshall to purchase 1 more. Purchasing 2 additional would provide a gear washer/extractor to each of the City's fire stations. Gear washers are capable of washing 3 complete sets of turnout gear at a time and complies with the NFPA 1851. The Fire Department is in the process of procuring 2 gear dryers with City funding and would like to purchase an additional 2 which would provide 1 dryer to each fire station. Having gear washers/extractors and dryers in each station will drastically reduce cleaning times and allow firefighters to return their crucial sets of turnout gear to service much more quickly and reduce the likelihood of firefighters having to redon gear that has been potentially contaminated by carcinogens or bloodborne pathogens. The current Assistance to Firefighters grant cycle was made available to applicants on January 29 with a deadline for submittal of March 8. With this program, the applications are released approximately one-month prior to the deadline. In order to provide the closest possible cost estimate, the Fire Department received quotes for the requested equipment, and seeks approval to submit a grant request based on the quotes to the U.S. Department of Homeland Security under the AFG program in the amount of \$34,070.91 with a match of \$3,407.09, for a project cost of \$37,478,		

	with the following cost breakdown:				
	Item	Quantity	Equipment Cost	Shipping/ Pallet	Total Cost Estimate
	Gear Washer/ Extractor	2 @ \$7,950 ea.	\$15,900	\$1,010	\$16,910
	Gear Dryer	2 @ \$9,459 ea	\$18,918	\$1,650	\$20,568
				TOTAL	\$37,478
Financial Impact:	The total cost for this request is \$37,478, with a required match of \$3,407.09 from the City, and \$34,070.91 in grant funding. The match funds are expended throughout the life of the grant project and are available in Fund 305-Public Safety Vehicle & Equipment Fund.				
Citizen Impact:	The acquisition of the approved grant funded equipment will greatly assist the Fire Department in protecting the health and safety of its firefighters and citizens, meeting national standards, and providing for the health and safety of neighboring jurisdictions with which it has first response, closest unit response, and mutual aid agreements.				
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends the City Commission authorize the submittal of an on-line application for the requested equipment and should a grant award be offered, authorize acceptance of the grant award.				
Staff Contact:	Loretta Moisia, Grants Coordinator, (386) 676-3315				
Attachments:	1. 24-31 Assistance to FF Grant (P24-0026G) 2. Fy 2023 AFG NOFO 3. AFG FY 2023 Draft Application 2 15 2024				
Approval:	Kelly McGuire, Finance Director 2/19/2024 Claire Whitley, Assistant City Manager 2/21/2024 Joyce Shanahan, City Manager 2/29/2024				

RESOLUTION NO. 2024-31

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN ON-LINE GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY, UNDER THE ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM, FOR FUNDING ASSISTANCE TO PURCHASE GEAR WASHERS AND GEAR DRYERS; AUTHORIZING THE EXECUTION OF ALL DOCUMENTS INCIDENTAL THERETO, INCLUDING ANY CONTRACT NECESSARY FOR THE CITY TO ACCEPT THE GRANT AWARD; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Homeland Security has a current grant cycle open under the Assistance to Firefighters Grant Program in which the City can request funding assistance to be used toward the purchase of fire equipment, and

WHEREAS, the City Commission desires to submit an on-line grant application to the U.S. Department of Homeland Security under the Assistance to Firefighters Grant Program for the purpose of obtaining funding assistance in the amount of \$34,070.91 regarding the purchase of two gear washers and two gear dryers for the Ormond Beach Fire Department (“the Project”), and

WHEREAS, the total Project cost is estimated to be \$37,478.00, and

WHEREAS, the City is required to make a matching contribution of \$3,407.09 which is 10% of the federal share, now therefore

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

SECTION ONE. The City Manager is hereby authorized and directed to submit a grant application, including any and all documents that are necessary and incidental thereto, to the

U.S. Department of Homeland Security, under the Assistance to Firefighters Grant Program in the amount of \$34,070.91 for the purchase of the above-described fire equipment.

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

SECTION THREE. The City Manager hereby certifies that the City's matching funds in the amount of \$3,407.09 are appropriated in the 2023-2024 fiscal year budget.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2023 Assistance to Firefighters Grant Program**

All entities wishing to do business with the federal government must have a unique entity identifier (UEI). The UEI number is issued by the system. Requesting a UEI using Sam.gov can be found at <https://sam.gov/content/entity-registration>.

Grants.gov registration information can be found at <https://www.grants.gov/web/grants/register.html>.

Planned UEI Updates in Grant Application Forms:

On April 4, 2022, the Data Universal Numbering System (DUNS) Number was replaced by a new, non-proprietary identifier requested in, and assigned by, the System for Award Management (SAM.gov). This new identifier is the Unique Entity Identifier (UEI).

Additional Information can be found on Grants.gov.

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A. Program Description

1. Issued By

U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number

97.044

3. Assistance Listings Title

Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title

Fiscal Year 2023 Assistance to Firefighters Grant (AFG)

5. Funding Opportunity Number

DHS-23-GPD-044-00-98

6. Authorizing Authority for Program

Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229)

7. Appropriation Authority for Program

Title III, Division F of the *Department of Homeland Security Appropriations Act, 2023* (Pub. L. No. 117-328)

8. Announcement Type

Initial

9. Program Category

Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. *Overview*

The Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.4 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to more than 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90

million to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](#).

The AFG Program represents part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan for Fiscal Years 2020-2024](#), the AFG Program supports the goal to Strengthen Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel (TEP);
- The degree to which an award will reduce deaths, injuries and property damage by reducing the risks associated with fire related and other hazards;
- The extent of an applicant's need for an AFG Program grant and the need to protect the United States as a whole; and
- The number of calls requesting or requiring a firefighting or emergency medical response received by an applicant.

The [2022-2026 FEMA Strategic Plan](#) creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The AFG Program directly supports Goal 3 to Promote and Sustain a Ready FEMA and Prepared Nation. We invite all our stakeholders and partners to join us in building a more prepared and resilient nation.

b. Objectives

The goal of the AFG Program is to enhance the safety of the public and firefighters with respect to fire and fire-related hazards. The objectives of the AFG Program are to provide critically needed resources that equip and train emergency personnel to recognized standards, outfit responders with compliant personal protective equipment to increase responders' physical protection against hazards during incident response, provide funding to retrofit or modify facilities to protect personnel from known health hazards, acquire emergency response vehicles, design and implement health, wellness and resiliency programs that prepare responders for incident response, enhance operational efficiencies, foster interoperability, and support community resilience.

c. Priorities

Information on program priorities and objectives for the FY 2023 AFG Program can be found in [Appendix B – Programmatic Information and Priorities](#).

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in supporting AFG Program metrics, which are tied to the programmatic objectives and priorities. To measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by

comparing the number of items, supplies, projects, and activities needed and requested in its application with the number acquired and delivered by the end of the period of performance using the following programmatic metrics:

- Percentage of AFG Program personal protective equipment (PPE) recipients who equipped 100% of on-duty active members with PPE in compliance with applicable NFPA and Occupational Safety and Health Administration (OSHA) standards.
- Percentage of AFG Program equipment recipients who reported that the grant award brought them into compliance with either state, local, NFPA or OSHA standards.
- Number of AFG Program grant recipients who reported having successfully replaced their fire vehicles in accordance with industry standards.
- Percentage of AFG Program training recipients who reported that the grant award allows their members to achieve firefighter training level I and firefighter training level II within one year of coming into service.
- Percentage of AFG Program wellness and fitness recipients who reported that the grant award allows their members to achieve minimum physical and/or mental operational readiness requirements through tailored health-related fitness programs.
- Percentage of AFG Program grant recipients for modifications to facilities projects who reported that the grant award brought them into compliance with either state, local, NFPA, or OSHA standards on housing and readiness posture.

Please see [Appendix B](#) for additional information on the criteria used to evaluate the program priorities.

B. Federal Award Information

- | | |
|------------------------------------|----------------------------------|
| 1. Available Funding for the NOFO: | \$324 million¹ |
| 2. Projected Number of Awards: | 2,000 |
| 3. Period of Performance: | 24 months |

Although all recipients are expected to complete the awarded activities within the period of performance specified in the award package, extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to [Section H](#).

FEMA awards under most programs, including this program, only include one budget period, so it will be the same as the period of performance. See 2 C.F.R. § 200.1 for definitions of “budget period” and “period of performance.”

¹ Note that this figure differs from the total amount appropriated under the *Title III, Division F of Department of Homeland Security Appropriations Act, 2023*, Pub. L. No. 117-328. In this FY 2023 AFG Program NOFO, percentages of “available grant funds” refers to the total amount appropriated—\$360,000,000—by Pub. L. No. 117-103 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). A portion of these “available grant funds” will be allocated to the Fire Prevention and Safety (FP&S) Program, which will have a separate NOFO and application period. \$36,000,000 will be allocated to FP&S for FY 2023.

4. Projected Period of Performance Start Date(s): N/A²
5. Projected Period of Performance End Date(s): N/A
6. Funding Instrument Type: **Grant**

C. **Eligibility Information**

1. **Eligible Applicants**

- **Fire Departments:** Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal or territorial authority (city, county, parish, fire district, township, town or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area.
- **Nonaffiliated EMS organizations:** Nonaffiliated EMS organizations operating in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,³ or any federally recognized Indian tribe or tribal organization. A nonaffiliated EMS organization is an agency or organization that is a public or private nonprofit emergency medical service entity providing medical transport that is not affiliated with a hospital and does not serve a geographic area in which emergency medical services are adequately provided by a fire department. FEMA considers the following as hospitals under the AFG Program:
 - Clinics;
 - Medical centers;
 - Medical colleges or universities;
 - Infirmaries;
 - Surgery centers; and
 - Any other institution, association, or foundation providing medical, surgical or psychiatric care and/or treatment for the sick or injured.

² FEMA funds AFG Program awards on a rolling basis; as such, the date the FEMA Assistant Administrator for the Grant Programs Directorate signs the obligating document dictates the unique Period of Performance start and end dates for each award.

³ The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as “States” in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

- ***State Fire Training Academies***: A SFTA operates in any of the 50 states, as well as the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico.³ Applicants must be designated either by legislation or by a governor's declaration as the sole fire service training agency within a state, territory, or the District of Columbia and recognized by the National Fire Academy. The designated SFTA shall be the only agency, bureau, division or entity within that state, territory, or the District of Columbia, to be an eligible SFTA applicant under the AFG Program.
- ***Non-federal airport and/or port authority fire or EMS organizations*** are eligible only if they have a formally recognized arrangement with the local jurisdiction to provide fire suppression or emergency medical services on a first-due basis outside the confines of the airport or port facilities. Airport or port authority fire and EMS organizations whose sole responsibility is suppression of fires or EMS response on the airport grounds or port facilities are not eligible for funding under the AFG Program.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

The FY 2023 AFG Program has three activities:

- Operations and Safety;
- Vehicle Acquisition; and
- Regional Projects.

Each activity has its own eligibility requirements. These requirements are outlined in [Appendix B– Programmatic Information and Priorities](#).

3. Other Eligibility Criteria/Restrictions

a. *National Fire Incident Reporting System (NFIRS)*

Although NFIRS reporting is not a requirement to apply for AFG Program funding, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for a 12-month period commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the 24-month

performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above. There is no NFIRS reporting requirement for nonaffiliated EMS organizations or SFTAs.

Note: Although data collection is an important tool for understanding and justifying assistance, participation in other data sources (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. *National Incident Management System (NIMS)*

AFG Program applicants are not required to comply with NIMS to apply for AFG Program funding or to receive an AFG Program award. However, any applicant who receives an FY 2023 AFG Program award must achieve the level of [NIMS compliance](#) required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. *Maintenance of Effort (MOE)*

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an AFG Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an AFG Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance to at least 80% or more of the average of what the applicant spent on such costs for those activities in fiscal years 2021 and 2022. This includes those funded with non-federal funding for activities that could be allowable costs under this NOFO.

5. *Cost Share or Match*

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C. § 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an AFG Program award in an amount equal to not less than 15% of the federal funds awarded. Exceptions to this general requirement apply to entities serving smaller communities as follows:

- When serving a jurisdiction of 20,000 residents or fewer, the applicant shall agree to make available non-federal funds in an amount equal to not less than 5% of the grant awarded;
- When serving a jurisdiction of more than 20,000 residents but not more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 10% of the grant awarded;
- When serving a jurisdiction of more than 1 million residents, the applicant shall agree to make available non-federal funds in an amount equal to not less than 15% of the grant awarded.

The cost share for SFTAs will apply the requirements above based on the total population of the state. The cost share for a Regional application will apply the requirements above based on the aggregate population of the primary first due response areas of the host and participating partner organizations that execute a Memorandum of Understanding as described in [Appendix B.g- Regional Applications](#).

FEMA has developed a cost share calculator tool to assist applicants with determining their cost share. The cost share tool is available on the FEMA website at [Assistance to Firefighters Grants](#).

a. *Types of Cost Share*

- i. ***Cash (Hard Match):*** Cost share of non-federal cash is the only allowable recipient contribution for AFG Program activity (Vehicle Acquisition, Operations and Safety, and Regional).
- ii. ***Trade-In Allowance/Credit:*** On a case-by-case basis, FEMA may allow recipients already owning assets acquired with non-federal cash to use the trade-in allowance/credit value of those assets as cash for the purpose of meeting their cost share obligation. For FEMA to consider a trade-in allowance/credit value as cash, the allowance amount must be reasonable, and the allowance amount must be a separate entry clearly identified in the acquisition documents.
- iii. ***In-kind (Soft Match):*** In-kind cost share is not allowable for the AFG Program.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applications.

b. *Economic Hardship Waivers*

The FEMA Administrator may waive or reduce recipient cost share or Maintenance of Effort (MOE) requirements in cases of demonstrated economic hardship. Please see [Appendix C – Award Administration Information](#) for additional information.

D. Application and Submission Information

1. Key Dates and Times

- | | |
|---|--|
| a. <i>Application Start Date:</i> | <i>January 29, 2024 at 8 a.m.</i> |
| | <i>ET</i> |
| b. <i>Application Submission Deadline:</i> | <i>March 8, 2024 at 5 p.m. ET</i> |

All applications **must** be received by the established deadline.

FEMA’s Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled “Timely Receipt Requirements and Proof of Timely Submission” in [Section D.8](#) of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant’s control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of the issue that prevented the timely filing of the application may preclude consideration of the award. “Timely notification” of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO “DHS Awarding Agency Contact Information.” For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Program Analyst or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the AFG Program Helpdesk at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov. The AFG Program Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. *Anticipated Funding Selection Date:*

No later than April 30, 2024

d. *Anticipated Award Date:*

Beginning on approximately April 30, 2024 and continuing thereafter until all FY 2023 AFG Program grant awards are issued (but no later than September 30, 2024).

e. *Other Key Dates*

Event	Suggested Deadline for Completion
Obtaining Unique Entity Identifier (UEI) number	Four weeks before actual submission deadline
Obtaining a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA GO	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award

By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package

Applications are processed through the FEMA GO system. To access the system, go to <https://go.fema.gov/>.

Note: Hard copies of the application are not available. However, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is (800) 462-7585.

4. Requirements: Obtain a Unique Entity Identifier (UEI) and Register in the System for Award Management (SAM)

Each applicant, unless they have a valid exception under 2 CFR 25.110, must:

- 1) Be registered in Sam.Gov before application submission.
- 2) Provide a valid Unique Entity Identifier (UEI) in its application.
- 3) Continue to always maintain an active System for Award Management (SAM) registration with current information during the Federal Award process.

5. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

- a. Apply for, update, or verify their Unique Entity Identifier (UEI) number and Employer Identification Number (EIN) from the Internal Revenue Service;
- b. In the application, provide an UEI number;
- c. Have an account with login.gov;
- d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
- e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (eBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see the [FEMA GO Startup Guide](#)
- f. Submit the complete application in FEMA GO; and
- g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has

complied with all applicable SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(iii), if an applicant is experiencing exigent circumstances that prevents it from obtaining an UEI number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting FireGrants@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain an UEI number, if applicable, and complete SAM registration within 30 days of the federal award date.

6. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity. **For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.**

7. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have an UEI number, an EIN, an active SAM registration and FEMA GO account to apply for grants.

b. Obtain an UEI Number:

All entities applying for funding, including renewal funding, must have a UEI number. Applicants must enter the UEI number in the applicable data entry field on the SF-424 form.

For more detailed instructions for obtaining a UEI number, refer to [Sam.gov](https://sam.gov).

c. *Obtain Employer Identification Number*

All entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting [Apply for an Employee Identification Number \(EIN\) Online](#).

d. *Create a login.gov account:*

Applicants must have a [login.gov account](#) to register with SAM or update their SAM registration.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements, visit [SAM registration](#).

e. *Register with SAM:*

All organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually and must remain active throughout the entire grant life cycle. Organizations will be issued a UEI number with the completed SAM registration.

For more detailed instructions for registering with SAM, refer to [Register with SAM](#).

Note: As a **new requirement** per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain an UEI number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.**

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, and EIN are up to date in SAM and that the UEI number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration,

please contact the [Federal Support Desk](#) or call toll-free (866) 606-8220 Monday through Friday, 8 a.m. - 8 p.m. ET.

f. *Register in FEMA GO, Add the Organization to the System, and Establish the AOR:*

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see [FEMA GO Startup Guide](#).

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome;
- Internet Explorer;
- Mozilla Firefox;
- Apple Safari; and
- Microsoft Edge,

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

8. Submitting the Application

Applicants will be prompted to submit the standard application information and any program-specific information required as described in [Section D.9](#) of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the [SF-424 family on Grants.gov](#). Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under [Section D.9](#) of this NOFO.

9. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the AOR role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3 p.m. ET on the date applications are due. No new system-related issues will be addressed after this

deadline. Applications not received by the application submission deadline will not be accepted.

10. Content and Form of Application Submission

a. *Standard Required Application Forms and Information*

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available on [Grants.gov SF-424 Family](#).

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see [Section D.10](#) of this NOFO, “Funding Restrictions and Allowable Costs,” for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in [Section G](#) of this NOFO, “DHS Awarding Agency Contact Information” for further instructions.

b. *Program-Specific Required Forms and Information*

For program-specific required and optional forms and information, please see the Appendices to this NOFO.

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant’s and their community’s uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of AFG to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant’s needs assessment report, survey, or any documented other efforts undertaken to identify the applicant’s unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant’s unique needs in alignment with their mission and AFG grant purpose;
- Additional information or evidence detailing the applicant’s particular risks; and
- Any other information deemed necessary to adequately weigh the applicant’s assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The narrative statement blocks do not allow for formatting. Do not type the narrative statements using only capital letters. Additionally, do not include tables, special characters,

fonts (e.g., quotation marks, bullets), or graphs. Space for the narrative statements is limited. Although each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

11. Funding Restrictions and Allowable Costs

All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the NOFO or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. *See* 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this program is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. To be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

a. *Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services*

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the [John S. McCain National Defense Authorization Act for Fiscal Year 2019 \(FY 2019 NDAA\)](#), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13,

2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Guidance is available at [Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, FEMA Policy #405-143-1](#) or superseding document.

Additional guidance is available at [Contract Provisions Guide: Navigating Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](#).

Effective August, 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

- Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
- Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of the NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

- i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
- ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or
- iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of

Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. *Pre-Award Costs*

Generally, grant funds cannot be used to pay for products and services contracted for or obligated prior to the effective date of the award. Fees for grant writers are considered an exception and may be included as a pre-award expenditure, see [Appendix C](#) for details. Further, other costs incurred after the application deadline, but prior to an offer of award, may be eligible for reimbursement only if the following conditions are met:

- The recipient must request approval from FEMA to incur such pre-award costs. Requests must be sent via email to FireGrants@fema.dhs.gov and include the application number and justification narrative. Please note, the recipient must seek approval at the time of acquisition and before the award is announced.
- The recipient must receive written confirmation from FEMA that the expenses have been reviewed and that FEMA has determined the costs to be justified, unavoidable, and consistent with the grant's scope of work.
- The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

See [Appendix C](#) for further information regarding grant writer fees and [Section H-Additional Information](#) of this NOFO for general procurement under grants requirements.

c. *Management and Administration (M&A) Costs*

M&A activities are those directly related to the management and administration of the AFG award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award. In addition, reimbursement for fees associated with hiring grants management services is now capped at \$1,500. No more than 3% of the federal share of AFG Program funds awarded may be expended by the recipient for M&A for purposes associated with the AFG Program award.

d. *Indirect Facilities & Administrative (F&A) Costs*

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a

current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part 200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FireGrants@fema.dhs.gov for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to the FireGrants@fema.dhs.gov for further instructions.

e. Other Direct Costs

- **Construction:** Construction costs are not eligible under the AFG Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in [Appendix B.f- Funding Priorities](#), are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered “construction” for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.
- **Fire Departments and Nonaffiliated EMS organizations funding restrictions:** The total amount of funding a fire department or nonaffiliated EMS organization recipient may receive under an AFG Program award is limited to the maximum amounts set by § 33(c)(2) of the Federal Fire Prevention and Control Act of 1974, as amended (15 U.S.C. § 2229(c)(2)). These award limits are based on two factors: (1) population served and (2) a 1% aggregate amount of available grant funds.

The population of the jurisdiction served by the recipient will determine the maximum amount of AFG Program funding a recipient is eligible to receive but no recipient may receive an award that exceeds 1% of available grant funds in FY 2023, or \$3.2 million. FEMA may waive this aggregate cap in individual cases where FEMA determines that a recipient has an extraordinary need for a grant that exceeds the aggregate cap. FEMA may not waive the statutory funding caps based on population.

The following table explains the maximum funding that a recipient may receive in FY 2023:

Population of the jurisdiction served by the recipient	Maximum award in FY 2023	Statutory waiver available subject to extraordinary need?
100,000 or fewer people	No more than \$1 million	None available
100,001 – 500,000 people	No more than \$2 million	None available
500,001 – 1,000,000 people	No more than \$3 million	None available
1,000,001 – 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$6 million
More than 2,500,000 people	No more than \$3.2 million	Yes, but no more than \$9 million

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For

example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, then the host has met their cap and is no longer eligible for additional funds under the AFG Program.

- **Allocations and Restrictions of Available Grant Funds by Organization Type**
 - **Fire Departments:** Not less than 25% of available grant funds shall be awarded to career, combination, or volunteer department types (total of 75%).
 - **Nonaffiliated EMS Organizations:** Not more than 2% of available grant funds shall be collectively awarded to all nonaffiliated EMS organization recipients.
 - **Emergency Medical Services Providers:** Not less than 3.5% of available grant funds shall fund emergency medical services provided by fire departments and nonaffiliated EMS organizations.
 - **State Fire Training Academy:** Not more than 3% of available grant funds shall be collectively awarded to all SFTA recipients. Further, not more than \$500,000 of available federal grant funds may be awarded per SFTA applicant.
 - **Vehicles:** Not more than 25% of available grant funds may be used by recipients for the purchase of vehicles. Of that amount, based on stakeholder recommendations, FEMA intends to allocate 10% of the total vehicle funds for ambulances.
 - **Micro Grants:** The selection of the voluntary Micro Grant option (cumulative federal funding of \$75,000) for eligible High Priority Operations and Safety activities does not impact an applicant's request or participation under the Vehicle Acquisition or Regional projects. Applicants who select Micro Grants under Operations and Safety as a funding opportunity choice may still apply for a Vehicle Acquisition or Regional project. Of the 25% allocated to each of the career, combination, and volunteer departments, FEMA will aim to fund no less than 25% of the allocation for Micro Grants.

E. Application Review Information

1. Application Evaluation Criteria

a. *Programmatic Criteria*

Funding priorities and programmatic criteria for evaluating AFG Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the AFG Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors

- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The FEMA Administrator reviews and approves the CDP's recommendations. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete and submitted applications based on how well they match the program priorities for the type of jurisdiction(s) served. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

b. *Financial Integrity Criteria*

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as enacted by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

- Financial stability;
- Quality of management systems and ability to meet management standards;
- History of performance in managing federal award;
- Reports and findings from audits; and
- Ability to effectively implement statutory, regulatory or other requirements.

c. *Supplemental Financial Integrity Criteria and Review*

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently \$250,000:

- FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the SAM, which is currently the [Federal Awardee Performance and Integrity Information System](#) (FAPIIS).
- An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
- FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

AFG Program applications are reviewed through a multi-phase process. All applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this funding notice.

Applications with the highest pre-score rankings are then scored competitively by no less than three members of a Peer Review Panel. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

a. *Pre-Scoring Process*

The application undergoes an electronic pre-scoring process based on established program priorities listed in Appendix B and answers to activity-specific questions within the online application. Application Narratives are not reviewed during the pre-score process. “Request Details” and “Budget” information should comply with program guidance and statutory funding limitations. The pre-score is half of the total application score.

b. *Peer Review Panel Process*

Applications with the highest rankings from the pre-scoring process will undergo a Peer Review Panel process. A panel of peer reviewers is composed of fire service representatives recommended by the national organizations from the CDP. Peer reviewers will assess each application’s merits based on the narrative statement on the requested activity. The evaluation elements listed in the “Narrative Evaluation Criteria” below will be used to calculate the narrative’s score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required. The panel score is half of the total application score.

I. NARRATIVE EVALUATION CRITERIA

The Narrative Statements must provide specific details about the activity for which the applicants seek funding. Applicants must explain how the proposed activity(ies) relate to the Operations and Safety Activity or the Vehicle Acquisition Activity. FEMA reviews and compares applications for **duplication including narratives and statistical data**. Therefore, all elements of the Narrative Statements must be original, and **all statistical data must be accurate**. Applications with narratives that have substantial copying of sentences or paragraphs **and/or inaccurate data** that may mislead reviewers may be disqualified. Falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

FEMA has developed a Narrative Development Toolkit and Self Evaluation Sheets available on the FEMA GO Assistance to Firefighters Grants Program website:

<https://www.fema.gov/grants/preparedness/firefighters/assistance-grants/documents>. The documents are designed to assist applicants with narrative preparation and provide specific

criteria used by Peer Review Panelists when evaluating each application. FEMA encourages applicants to use these documents to prepare their applications.

Peer Review Panelists will evaluate and select a score of Strongly Agree, Agree, Neither Agree nor Disagree, Disagree or Strongly Disagree for each narrative section based on the following narrative elements within each activity.

Financial Need (25%)

Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. The financial need statement should include details describing the applicant's financial distress, such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of their control.

Project Description and Budget (25%)

The Project Description and Budget statement should clearly explain the applicant's project objectives and their relationship to the applicant's budget and risk analysis. The applicant should describe various activities, including program priorities or facility modifications, ensuring consistency with project objectives, the applicant's mission, and national, state, local, or tribal requirements. Applicants should link the proposed expenses to operations and safety, as well as to the completion of the project's goals.

Cost Benefit (25%)

Applicants should describe how they plan to address the operational and personnel safety needs of the organization, including cost effectiveness and sharing assets. The Operations and Safety/Cost Benefit statement should also include details about gaining the maximum benefits from grant funding by citing reasonable or required costs, such as specific overhead and administrative costs. The applicant's request should also be consistent with their mission and identify how funding will benefit their organization and affected personnel.

Statement of Effect on Operations (25%)

The Statement of Effect on Operations should explain how this funding request will enhance an organization's overall effectiveness. It should address how an award will improve daily operations and reduce an organization's risk(s). Applicants should include how frequently the requested item(s) will be used and in what capacity. Applicants should also indicate how the requested item(s) will help the community and increase an organization's ability to save additional lives and property. Jurisdictions that demonstrate their commitment and proactive posture to reducing fire risk, by explaining their code enforcement (to include Wildland Urban Interface code enforcement) and mitigation strategies (including whether the jurisdiction has a FEMA-approved mitigation strategy) may receive stronger consideration under this criterion.

c. *Technical Evaluation Process (TEP)*

The highest ranked applications will be considered within the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a subject-matter expert as well as a FEMA Program Office review before being recommended for award. The FEMA Program Office will make a final assessment of the application with respect to costs,

quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. During TEP, the information in [Appendix B](#) is used to make final corrections to any request not meeting program eligibility requirements. This is not a scored phase of the application process. Requests may be recommended for partial funding based on findings made during this assessment.

F. Federal Award Administration Information

In addition to the language below, please see [Appendix C](#) of this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. **Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.**

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the (AOR) that submitted the application.

Recipients must accept their awards no later than 30 days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds.

2. Difference between Application Request and Award

During the review process for an AFG Program award, FEMA may modify the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any such differences under the Approved Scope of Work section.

3. Turndown Notifications

FEMA GO will provide all applicants who do not receive an FY 2023 AFG Program award with a turndown notification.

4. Administrative and National Policy Requirements

In addition to the requirements of in this and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. *DHS Standard Terms and Conditions*

All successful applicants for DHS grant and cooperative agreements are required to comply with [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. *Ensuring the Protection of Civil Rights*

As the Nation works towards achieving the [National Preparedness Goal](#), it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving [federal financial assistance](#) from FEMA. The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the [DHS Standard Terms and Conditions](#). Additional information on [civil rights provisions](#) is also available through [FEMA.gov External Civil Rights Division](#).

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

In accordance with civil rights laws and regulations, recipients and subrecipients must ensure the consistent and systematic fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment.

c. *Environmental Planning and Historic Preservation (EHP) Compliance*

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach. See [Executive Order \(EO\) 14030, Climate-Related Financial Risk](#) and [FEMA Policy #-206-21-0003, Partial Implementation of the Federal](#)

[Flood Risk Management Standard for Hazard Mitigation Assistance Programs \(Interim\) \(fema.gov\)](https://www.fema.gov).

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not in compliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the [FEMA.gov EHP page](https://www.fema.gov), the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at <https://www.fema.gov/media-library/assets/documents/90195>. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at <https://www.fema.gov/media-library/assets/documents/85376>.

All modifications to facility activities, and any renovation to facilities that would qualify as a modification to a facility supporting activities under Training, Equipment, PPE, or Wellness and Fitness, will require an EHP review. Some Equipment activities will require an EHP review as well. Such activities include but are not limited to the installation of:

- Air compressor/fill station/cascade system (fixed) for filling Self-Contained Breathing Apparatus (SCBA);
- Air quality systems;
- Fire/smoke/carbon monoxide alarm systems for the facility (life safety);
- Generators (fixed);
- Sprinklers;

- Vehicle exhaust systems (fixed);
- Washer/dryer/extractor;
- Fixed communications antennas onto a building;
- Building renovations such as removal of walls or installation of electrical or water lines;
- Training/exercises in natural settings such as rope or swift water;
- LED signs ; and
- Any scope of work that involves ground disturbances.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training;
- Acquisition of mobile and portable equipment (not involving installation) on or in a building, and does not require a storage area to be constructed; and
- Purchase of PPE and/or SCBA.

5. Reporting

Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. *Financial Reporting Requirements*

I. **FEDERAL FINANCIAL REPORT (FFR)**

Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the [Federal Financial Reporting Form \(FFR\) \(SF-425\)](#) on [grants.gov](#).

Recipients must file the FFR electronically using FEMA GO.

II. **FFR REPORTING PERIODS AND DUE DATES**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. *Programmatic Performance Reporting Requirements*

I. PERFORMANCE PROGRESS REPORT (PPR)

The recipient is responsible for completing and submitting a PPR using FEMA GO.

The PPR should include:

- A brief narrative of overall project(s) status;
- A summary of project expenditures; and
- A description of any potential issues that may affect project completion.

II. PPR Periods and Due Dates

The following reporting periods and due dates apply for the PPR:

- No later than July 30 (for the period January 1 – June 30)
- No later than January 30 (for the period July 1 – December 31)

c. Closeout Reporting Requirements

I. CLOSEOUT REPORTING

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original Period of Performance (POP) ends, recipients must liquidate all financial obligations and must submit the following:

- i. The final request for payment, if applicable.
- ii. The final FFR (SF-425).
- iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance.
- v. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. *Additional Reporting Requirements*

i. **DISCLOSING INFORMATION PER 2 C.F.R. § 180.335**

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

- i. Are presently excluded or disqualified;
- ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
- iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
- iv. Have had one or more public transactions (federal, state or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must

provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds \$10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. SINGLE AUDIT REPORT

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of [U.S. Government Accountability Office's \(GAO\) Government Auditing Standards](#), and the requirements of [Subpart F of 2 C.F.R. Part 200](#).

6. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems to review award progress and to provide any required technical assistance. During site visits or desk reviews, FEMA will review recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal

Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management, maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. AFG Program Office Contact

The AFG Program Help Desk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility and recipient responsibilities, and helps in the programmatic administration of awards. The AFG Program Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8 a.m. to 4:30 p.m. ET, Monday through Friday.

b. FEMA Grants News

FEMA Grants News is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. FEMA Grants News provides general information on all FEMA grant programs and maintains a comprehensive database

containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. FEMA Grants News can be reached by phone at (800) 368-6498 or by e-mail at FEMA-Grants-News@fema.dhs.gov, Monday through Friday, 9 a.m. – 5 p.m. ET.

c. *Grant Programs Directorate (GPD) Award Administration Division*

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. *FEMA Regional Offices*

Each FEMA region has Fire Program Specialists who can assist applicants with application information, award administration, and technical assistance. FEMA Regional Office contact information is available on the FEMA website at; [Assistance to Firefighter Grants Regional Contacts](#).

e. *Equal Rights*

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

f. *Environmental Planning and Historic Preservation*

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to gpdehpinfo@fema.dhs.gov.

2. Systems Information

a. *FEMA GO*

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at femago@fema.dhs.gov or (877) 585-3242, Monday through Friday, 9 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. *Noncompliance*

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. *With the Consent of the Recipient*

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. *Notification by the Recipient*

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Program Evaluation

Federal agencies are encouraged to structure NOFOs that incorporate program evaluation activities from the outset of their program design and implementation to meaningfully document and measure their progress towards meeting agency priority goal(s) and program outcomes.

OMB Memorandum M-21-27, Evidence-Based Policymaking: Learning Agendas and Annual Evaluation Plans, implementing Title I of the Foundations for Evidence-Based Policymaking Act of 2018, Pub. L. No. 115-435 (2019) (Evidence Act), urges federal awarding agencies to use program evaluation as a critical tool to learn, improve equitable delivery, and elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency.” Evidence Act, § 101 (codified at 5 U.S.C. § 311).

As such, recipients and subrecipients are required to participate in a DHS-, Component, or Program Office-led evaluation if selected, which may be carried out by a third-party on behalf of the DHS, its component agencies, or the Program Office. Such an evaluation may involve information collections including but not limited to surveys, interviews, or discussions with individuals who benefit from the federal award program operating personnel, and award recipients, as specified in a DHS-, component agency-, or Program Office-approved evaluation plan. More details about evaluation requirements may be provided in the federal award, if available at that time, or following the award as evaluation

requirements are finalized. Evaluation costs incurred during the period of performance are allowable costs (either as direct or indirect) Recipients and subrecipients are also encouraged, but not required, to participate in any additional evaluations after the period of performance ends, although any costs incurred to participate in such evaluations are not allowable and may not be charged to the federal award.

3. Period of Performance Extensions

Extensions to the POP for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is required. Recipients are advised to coordinate with the FEMA Fire Program Specialist or Program Analyst as needed when preparing an extension request.

All extension requests must address the following:

- a. The grant program, fiscal year, and award number;
- b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
- c. Current status of the activity(ies);
- d. Approved POP termination date and new project completion date;
- e. Amount of funds drawn down to date;
- f. Remaining available funds, both federal and, if applicable, non-federal;
- g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
- h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
- i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the original statement of work and as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 days before the end of the POP to allow sufficient processing time. Extensions are typically granted for no more than six months.

Example: Recipients may request an extension when an equipment order was placed during the POP but factors beyond the recipient's control have resulted in a delay in the expected delivery and receipt of the equipment outside of the existing POP; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe or where other extenuating circumstances warrant a brief extension.

4. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's [Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters](#).
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach, and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

5. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employees.

6. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements at 2 C.F.R. §§ 200.317 – 200.327 when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331. For detailed guidance on the federal procurement standards, recipients and subrecipients should refer to various materials issued by FEMA's Procurement Disaster Assistance Team (PDAT), such as the [PDAT Field Manual](#) and [Contract Provisions Guide](#). Additional resources, including an upcoming trainings schedule can be found on the PDAT Website: [Contracting with Federal Funds for Goods and Services Before, During and After Disasters](#).

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All**

procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to, providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and the required procurement methods at § 200.320.

a. *Important Changes to Procurement Standards in 2 C.F.R. Part 200*

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women’s business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322. More information on OMB’s revisions to the federal procurement standards can be found in [Purchasing Under a FEMA Award: OMB Revisions Fact Sheet](#).

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently \$10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(v). The federal simplified acquisition threshold is currently \$250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award. *See* 2 C.F.R. § 200.1 (citing the definition of simplified acquisition threshold from [48 C.F.R. Part 2, Subpart 2.1](#)).

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as [Section D.10.a](#) of the NOFO regarding prohibitions on covered telecommunications equipment or services.

b. *Competition and Conflicts of Interest*

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of

his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

Under 2 C.F.R. 200.318(c)(2), if the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. *Supply Schedules and Purchasing Programs*

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. GENERAL SERVICES ADMINISTRATION SCHEDULES

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found on the U.S General Services Administration website: [State and Local Governments | GSA](#).

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women’s business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. OTHER SUPPLY SCHEDULES AND PROGRAMS

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and
- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Fire Program Specialist or Program Analyst.

d. *Procurement Documentation*

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

- Additional information on required procurement records can be found on pages 24-26 of the [PDAT Field Manual](#).

7. Financial Assistance Programs for Infrastructure

a. *Build America, Buy America Act*

Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also 2 C.F.R. Part 184 and Office of Management and Budget (OMB) Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

None of the funds provided under this program may be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

To see whether a particular FEMA federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](#).

b. *Waivers*

When necessary, recipients (and subrecipients through their pass-through entity) may apply for, and FEMA may grant, a waiver from these requirements.

A waiver of the domestic content procurement preference may be granted by the agency awarding official if FEMA determines that:

- Applying the domestic content procurement preference would be inconsistent with the public interest.
- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality.
- The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%.

For FEMA awards, the process for requesting a waiver from the Buy America preference requirements can be found on FEMA's website at: ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](https://www.fema.gov/buy-america-preference-in-fema-financial-assistance-programs-for-infrastructure).

c. *Definitions*

Construction materials: an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, paint, and drywall.

Domestic content procurement preference: Means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Federal financial assistance: Generally defined in 2 C.F.R. § 200.1 and includes all expenditures by a federal agency to a non-federal entity for an infrastructure project, except that it does not include expenditures for assistance authorities relating to major disasters or emergencies under sections 402, 403, 404, 406, 408, or 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act relating to a major disaster or emergency declared under section 401 or 501, respectively, or pre and post disaster or emergency response expenditures.

Infrastructure: infrastructure projects which serve a public function, including at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy.

Produced in the United States means the following for:

- Iron and steel: All manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- Manufactured products: The product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
- Construction Materials: All manufacturing processes for the construction material occurred in the United States.

Project: is any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States.

8. Record Retention

a. *Record Retention Period*

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. *See* 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with Federal funds must be retained for **three years after final disposition of the property**. *See* 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained until** all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. *See* 2 C.F.R. § 200.334(a).
- The **record retention period will be extended if the non-federal entity is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs, or pass-through entity. *See* 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. *See* 2 C.F.R. § 200.334(e).
- For indirect cost rate computations and proposals, cost allocation plans, or any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate**. *See* 2 C.F.R. § 200.334(f).

b. *Types of Records to Retain*

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications;
- Solicitations;
- Competitive quotes or proposals;
- Basis for selection decisions;

- Purchase orders;
- Contracts;
- Invoices; and
- Canceled checks.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. *See, e.g.*, 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

9. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in the NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. *See* 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

10. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits, and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. *See* 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend \$750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see [Section F.d.3](#) of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine whether financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess and test the adequacy of internal controls for compliance with major programs; and
- Determine whether the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the [Federal Audit Clearinghouse](#) within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; *see also* 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession).

FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

11. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients.

Payment requests are submitted through FEMA GO.

12. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs;
- Businesses;
- Faith-based and community organizations;
- Nonprofit groups;
- Schools and academia;
- Media outlets; and
- All levels of government, including state, local, tribal, territorial and federal partners.

The phrase “Whole Community” often appears in preparedness materials, as it is one of the guiding principles. It means:

1. Involving people in the development of national preparedness documents; and
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

13. Appendix A – FY 2023 AFG Program Updates

Appendix A contains a brief list of changes between FY 2022 and FY 2023 to the AFG Program. The FY 2023 AFG Program funding notice contains some changes to definitions, descriptions, and priority categories. Changes include:

- Under Eligible Applicants:
Definition of a State Fire Training Academy was updated to include that recognition by the National Fire Training Academy is now an eligibility requirement.
- Under Management and Administration (M&A) Costs:
Reimbursement for fees associated with hiring grants management services is now capped at \$1,500. Requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for an award.
- Under Other Direct Costs, Allocations and Restrictions of Available Grant Funds:
Micro Grants cumulative funding threshold was raised from \$50,000 to \$75,000.
- Under Restrictions on Uses of Awarded Funds:
Clarification was added that items must be requested using correct dropdown selections in the application and that bundled items must have details regarding type, cost, and quantity of all items in the bundle to be considered for funding.
- Under Supporting Definitions:
Definition of Authority Having Jurisdiction was updated to match NFPA 101, 2021 edition.

- Under Training Activity:
 - Various NFPA standards were updated to reflect the most recent editions.
- Under Equipment Activity:
 - Various priority changes were made to equipment for Fire Department and Regional Fire Department applicants. The following items remain as High Priority:
 - Appliance(s)/Nozzle(s)
 - Basic Hand Tools (Structural/Wildland)
 - Hose (Attack/Supply)
 - Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment
 - IDLH Protection for Investigators (This is single-use respiratory protection)
 - PPE Washer/Extractor/Dryer (Turnout)
 - RIT Pack/Cylinder
 - Thermal Imaging Camera (Must be NFPA 1801 compliant)
 - Portable Radios (must be P-25 compliant)
 - Vehicle Mounted Exhaust Systems
 - Skid Unit
 - Air Compressor/Fill Station/Cascade (fixed or mobile) is High Priority for Regional Fire Department applicants and Medium Priority for Fire Department applicants.

Other equipment items were moved to Medium Priority. Priority changes did not affect SFTA, and NAEMS applicants.

- Phones (telephone/satellite/cell), carrier plans and vehicle mounted fans were added as ineligible items.
- Clarity to reason for funding request (purpose) was added updated. NOFO and application text will be updated from ‘Obtain equipment to achieve minimum operational and deployment standards for existing missions’ to ‘Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions’ to better define the funding priorities.
- Computing devices necessary to operate the awarded equipment were added as eligible.
- Under Personal Protective Equipment Activity:
 - Replacement of damaged/unsafe/unrepairable PPE (including SCBA) regardless of age is now allowable.
 - Language regarding PFAS in PPE was moved from the Application Tips section to PPE Activity section and updated to encourage award recipients to

seek acquisition of PFAS-free gear when possible.

- NFPA standard was added to the Chemical /Biological Suites under Specialized PPE.
- Under Wellness and Fitness Activity:
Whole-body MRI was added to ineligible activities.
- Under Vehicle Acquisition Activity:
NFPA standards 1901, 1906 and 1917 were replaced by the consolidated NFPA standard 1900.

14. Appendix B – Programmatic Information and Priorities

Appendix B contains details on AFG Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. *Ineligible Applications and/or Organizations*

FEMA considers two or more separate fire departments or nonaffiliated EMS organizations with different funding streams, personnel rosters, and EINs but sharing the same facilities as being separate organizations for the purposes of AFG Program eligibility. If two or more organizations share facilities and each submits an application in the same program area (i.e., Equipment, Modifications to Facilities, PPE, Training, or Wellness and Fitness Programs), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- Nonaffiliated EMS organization requests for any activity that is specific or unique to structural/proximity/wildlands firefighting gear.
- Fire departments that are a federal government entity, or contracted by the federal government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land.
- Fire departments or nonaffiliated EMS organizations that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ.
 - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity.
- Fire-based EMS organization applying as a nonaffiliated EMS organization.
- Auxiliaries, hospitals, or fire service associations or interest organizations that are not the AHJ over the applicant.
- Dive teams, search and rescue squads, or similar organizations that do not provide medical transport.
- Fire departments, regional, or nonaffiliated EMS organizations that are for profit.
- State or local agencies, or subsets of any governmental entity, or any authority that do

not meet the requirements as defined by 15 U.S.C. §2229(a), (c).

- If an applicant submits two or more applications for the same equipment or other eligible activity (for example, if an applicant submits two or more applications, one under the Regional activity, and one under the Operations and Safety activity for SCBA), both applications may be disqualified. If an applicant submits two separate applications for the same activity (i.e., two separate vehicle applications for the same vehicle) during the same application period, both applications may be disqualified.
 - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish or other municipality). In that situation, the applicant may request similar or the same equipment as long as the application clearly states which equipment (including quantities) is for which agency/intangibility. This is permissible even if that entity submits multiple applications across regional versus direct applications.
 - Eligible Fire Department and nonaffiliated EMS applicants may submit only one application for each of the following application types: Individual Operations and Safety, Individual Vehicle, Regional Operations and Safety, and Regional Vehicle. Under the Operations and Safety applications, applicants may submit for multiple activities and for multiple items within each activity. Under the Vehicle application, applicants may submit one application for a vehicle activity (or activities) for their department and one separate application for a Regional vehicle (the same vehicle(s) may not be requested for both purposes). All duplicate application submissions may be disqualified.

b. *Supporting Definitions for this NOFO*

Authority Having Jurisdiction (AHJ) is an organization, office, or individual responsible for enforcing the requirements of a code or standard, or for approving equipment, materials, and installation, or a procedure (Per NFPA 101, 2021 Edition: Life Safety Code).

Automatic Aid is a plan developed between two or more fire departments for immediate joint response on first alarms (Per NFPA 1710, 2020 Edition and NFPA 1720, 2020 Edition).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend, regardless of the amount, on a per event basis, or paid on-call, to be a combination fire department. This includes non-fire emergency medical service personnel of the department.

Firefighting Personnel, as defined in 15 U.S.C. § 2229, means individuals, including volunteers, who are firefighters, officers of fire departments, or emergency medical service personnel of fire departments.

Mutual Aid is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner (NFPA 1710 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Departments, 2016 and 2020 edition; and NFPA 1720 Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments, 2020 Edition).

Metro Department is a metropolitan fire department that has a minimum staffing of 350 career firefighters as defined by the International Association of Fire Chiefs (IAFC). DHS/FEMA collects information on metro departments for statistical purposes only. Status as a metro department is not a factor in scoring or funding.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel that do not receive any compensation (does not include length of service award programs).

c. Community Classifications

The information the applicant organization supplies in Applicant Characteristics and Community Description of the AFG Program application determines whether the jurisdiction is identified by FEMA as urban, suburban or rural. The community classification will determine the funding priority.

The US Census Bureau's urban/suburban/rural classifications are fundamentally a delineation of geographical areas. For more information, please visit the Census website at [Urban and Rural](#).

FY 2023 demographics for determining urban, suburban, or rural include:

Community	Urban	Suburban	Rural
Population of primary first due response area	>3,000 sq. mi. or 50,000+ population	1,000-2,999/sq. mi. or 25,000-50,000 Population	0-999/sq. mi. or <25,000 population
Water Supply (percentage of primary first due response area covered by hydrant service)	75-100% hydrants (municipal water)	50-74% hydrants	<50% hydrants
Land Use within primary first due response area	<25% for agriculture (based on zoning) >50% industrial and commercial combined	25%-49% used for agriculture (based on zoning) 25%-49% industrial and commercial combined	>50% used for agriculture (based on zoning) <25% industrial and commercial combined

Square miles within primary first due response area per station	<3 sq. mi. per station	3-9 sq. mi. per station	>10 sq. mi. per station
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d. *Application Tips*

The following information may be useful when preparing a competitive application:

- NFPA “FREE ACCESS”: As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit [NFPA’s Free Access page](#).
- Regional applicants are only eligible to apply for Training, Equipment, PPE, and/or Wellness and Fitness within Operations and Safety, and Vehicle Acquisition.
- SFTA applicants are only eligible to apply for Equipment and/or PPE within Operations and Safety, and Vehicle Acquisition.
- Successful Regional applicants will be subject to the funding limitations based on the total population served by the host and participating partners. Any Regional award made will impact or be included in the host organization’s funding limitations.
- Applications differ based on the applicant type. For example, the SFTA application for a vehicle will be different from the fire department application for a vehicle. Be sure to select the appropriate applicant type when applying.
- Fire Departments or nonaffiliated EMS organizations that are part of a larger organization with a broader scope should apply through the larger organization to avoid limiting eligible activities. For example, a rescue squad that periodically participates in structural firefighting and that belongs to a county fire and rescue agency should apply through the county for structural PPE. In other words, the county should apply on behalf of the rescue squad.
- FEMA recognizes the number of seated riding positions in front line apparatus as a reasonable measurement of the quantity of PPE or relevant equipment (radios, etc.) to be funded. Exceptions to the front-line seated riding position count may be considered by FEMA if compelling need to include seated riding positions in reserve apparatus can be demonstrated and justified. Applicants that seek to include reserve apparatus seated riding positions in the total seated riding position count must submit a justification narrative.
- **Applicants are encouraged to review the funding priorities listed under each activity in [Section F](#) of this NOFO. These priorities are marked as “high,” “medium,” or “low” and should be considered when applying for a grant. FEMA will fund items and activities with the highest priority first.**

e. *Restrictions on Uses of Award Funds*

- No AFG Program funds may be used to support hiring (part-time or full-time), salaries, benefits, or fringe benefits (including but not limited to contributions for social security, insurance, workers’ compensation, pension or retirement plans) for any personnel.
- Documented back fill and/or overtime/lost wages costs to support awarded training activities are allowable personnel expenses.
- Instructor’s rates/base rates should be provided as part of the application narrative, as

- well as the market-researched competitive rate for delivering the requested training.
- If the instruction provided for an awarded training activity is delivered by an existing member(s) of the recipient organization, only the established base rate of compensation, without benefits or overtime, may be eligible for reimbursement.
 - Recipients are encouraged to allow other organizations to benefit from an awarded activity; e.g., filling another organization's SCBA cylinders using a grant funded compressor, cleaning another organization's turnout gear, or offering excess capacity training opportunities. If recipients choose to include costs associated with shared benefit (e.g., backfill, overtime, tuition) for members outside of their department, they must apply as a Regional applicant.
 - Items requested under Additional Funding may only be from that same Activity area. Furthermore, improper Additional Funding requests may be disqualified, if there is misalignment between the item requested and the Activity area. However, the following requests are allowable:
 - Rapid Intervention Team (RIT) packs supporting a SCBA request under the PPE activity. RIT packs must be requested under the Equipment activity if not supporting an SCBA request.
 - PPE gear bags under the PPE activity (gear bags are only eligible as additional funds in association with a PPE gear request).
 - Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) in support of a Regional SCBA request under the PPE activity. Regional requests for Air Compressor/Fill Station/Cascade Systems (Fixed or Mobile) must be requested under the Equipment activity if not supporting a SCBA request.
 - PPE gear washer/extractor/dryer in support of a PPE gear request under the PPE activity. Washer/extractor/dryer must be requested under the Equipment activity if not supporting a PPE gear request.
 - Items must be requested using individual item dropdowns in the application (e.g. nozzles and appliances should not be requested under 'Hose (Attack/Supply)' dropdown, but under 'Appliance(s)/Nozzle(s)' option). In addition, items requested as a bundle without details on the number of units and cost per individual component will not be considered for funding.

f. *Funding Priorities*

i. OPERATIONS AND SAFETY – TRAINING OVERVIEW

FEMA has determined that hands-on, instructor-led training that meets a national, state, or DHS adopted standard and results in a national or state certification provides the greatest training benefit.

**All of the following are considerations in pre-scoring and peer review determinations:
High (H), Medium (M), Low (L)**

Fire Department, Regional, and SFTA Training Priorities by Purpose	
H	• Training evaluated using national or state standards
H	• Training that brings a department into compliance with recommended NFPA or other national standards

H	Instructor-led training that requires student testing to demonstrate academic competence or practical proficiency
H	Training that benefits the highest percentage of applicable personnel, such as the hazardous materials training within a fire department or training that will be open to other eligible organizations
M	Training that does not result in certification
M	Training that is self-directed/validated
L	Training that will address an identified risk but not associated with compliance to any standards

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Firefighter I, II	1001	H	H	H
Fire/Emergency Services Instructor	1041	H	H	H
Hazardous Materials Response-Awareness, Operations, Technician	470	H	H	H
Infection Control	1581	H	H	H
Confined Space Response- Awareness, Operations, Technician	2500	H	H	H
Wildland firefighting (basic)	1140	H	H	H
Wildland firefighting certification (red card)	1140	H	H	H
Wildland Fire Officer	1051	H	H	H
Rapid Intervention Training	1407	H	H	H
Fire Officer	1021	H	H	H
Emergency Medical Responder	1001	H	H	H
Emergency Medical Technician	1001	H	H	H
Advanced Emergency Medical Technician to Paramedic	1001	H	H	H
Paramedic	1001	H	H	H
Paramedic to Community Paramedic	1001	H	H	H
Firefighter Safety and Survival	1407	H	H	H
Safety Officer	1026,1521	H	H	H
Fire Apparatus Driver/Operator	1002	H	H	H
Fire Prevention	1037,1730	H	H	H
Fire Inspector	1031	H	H	H
Fire Investigator	921,1033	H	H	H
Fire Educator	1035	H	H	H
NIMS/Incident Management System (IMS)	1026,1561	H	H	H
Emergency Scene Rehab	1584	H	H	H
Critical Incident Debriefing/Crisis Intervention	1500	H	H	H
Any training to a National/State or		H	H	H

NFPA standards				
Compliance with federal/state-mandated program		H	H	H
Technical Rescue- Operations, Technician	1006, 2500	H	H	H
Vehicle Rescue	2500	H	H	H
Another officer	1021	H	H	M
Aircraft Rescue Firefighting (ARFF)	440, 460, 1003	H	H	M
Weapons of Mass Destruction (WMD)	470	H	H	H
Mass Casualty		H	H	H

Fire Department and Regional Training Priorities by Course Type				
Training	NFPA #	Urban	Suburban	Rural
Training to address a local risk not elevated to a national or state		M	M	M
Specialized Training		M	M	M
Maritime Firefighting	1005, 1405, 1910	L	L	L
Instructor-led training that does not lead to certification		L	L	L
Self-taught courses		L	L	L
Training not elevated to a national or state standard		L	L	L

Funding Priorities for Fire Departments and Nonaffiliated EMS Organizations Training

The AFG Program provides training grants to meet the educational and performance requirements of fire departments and nonaffiliated EMS personnel. Training should align with the U.S. National Highway Traffic Safety Administration, which designs and specifies a National Standard Curriculum for Emergency Medical Technician (EMT) training and the National Registry of Emergency Medical Technicians (NREMT), a private, central certifying entity whose primary purpose is to maintain a national standard (NREMT also provides certification information for paramedics who relocate to another state).

A higher priority is assigned to the following due to the time and cost of upgrading an organization's response level:

- Organizations seeking to elevate the response level from Emergency Medical Responder (EMR) to EMT.
- Organizations seeking to elevate the response level from Advanced EMT (AEMT) to Paramedic.
- Organizations seeking to train Community Paramedics: Organizations seeking to train a high percentage of the active EMRs will receive additional consideration when applying under the Training activity.

Eligible Training Activities for Fire Departments and Regional Applications include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • Train-the-trainer courses • Alternative fuel firefighting • Response to natural disasters • Minor interior alterations, requested under Additional Funding and limited to \$10,000 total expenditure to support the awarded Training activities (e.g., removal/construction of a non-weight bearing wall) • Overtime expenses paid to career firefighters to attend training or to backfill positions for colleagues who are in training • Rental of facilities to conduct training • Rental of Audio/Visual equipment • Travel expenses associated with attendance at a formal training course or conference (mileage, hotel, and lodging expenses) • Compensation to volunteers (Fire and nonaffiliated EMS) for wages lost to attend training; there is no overtime or backfill for volunteers • Tuition, exam/course fees, and certifications/certification expenses | <ul style="list-style-type: none"> • Purchase of training curricula and training services (instructors) • Chemical Biological Radiological Nuclear and Explosive (CBRNE) awareness, performance, planning, and management. • Travel expenses associated with Type 3 Incident Management Teams (IMT) attending position development/mentoring assignment with national Type 2 or Type 1 IMTs • Supplies or expendables or one-time use items essential for an award's scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Props (single-use or permanent) essential for training programs requested in the application cannot exceed \$50,000 for Operation and Safety requests; this does not apply to SFTA requests |
|---|--|

Ineligible Training Activities for Fire Departments and Regional Applications include but are not limited to:	
• Construction of facilities (buildings, towers, sheds, etc.) • Firefighting equipment or PPE, such as SCBA, used exclusively for training • Remodeling not directly related to grant activities • Any costs associated with planning and/or participating in formal or planned special event exercises to identify user needs, evaluate an organization's performance capabilities, validate existing capabilities, or to facilitate coordination and asset sharing • Firefighting equipment and PPE rental, as well as training facility personnel costs (such as facility maintenance, cleaning, safety officer services, etc.)	• Site preparation to accommodate or modify any training activity, facility, or prop that is a permanent or semi-permanent improvement, including but not limited to: landscaping, cutting or grading an access road, trenching, paving a training area, exterior stairs or sidewalks, or the installation of utilities • Purchase or lease of real estate (this does not preclude departments from securing necessary training facilities such as classrooms, use of towers, training props, etc.) • Purchase of Unmanned Aerial Vehicles (UAVs) and Drones • Food and beverages

Eligible Training Activities for Nonaffiliated EMS include but are not limited to:	
• EMR • EMT • AEMT • AEMT to Paramedic • Paramedic (applicant must clearly demonstrate plan to accomplish paramedic training within the period of performance) • Community Paramedics (paramedics with Primary Care certification) • Travel expenses associated with attendance at a formal training course or conference: air/rail transportation, mileage, hotel/lodging expenses, etc. (Note: Food and beverages are ineligible travel expenses)	• Attendance at formal training forums or conferences providing continuing education credits • Overtime expenses paid to career nonaffiliated EMS responders to attend training or to backfill positions for colleagues who are in training • Compensation to volunteers for wages lost to attend training (there is no overtime or backfill for volunteers) • Supplies or expendables or one-time use items essential to complete the training activity of a nonaffiliated EMS award's scope of work; examples include bandages, splints, expendable respiratory supplies, etc.

ii. OPERATIONS AND SAFETY – EQUIPMENT OVERVIEW

AFG grants fund equipment for effective response, firefighting, rescue and emergency medical operations to enhance the public safety.

Reminder: When requesting training for any items in this section, enter the request under “Additional Funding” in the “Request Details” section of the application. Make sure to identify the type and scope of training, timeframe, etc. in the item description section.

Training must be specific to the use of the equipment (i.e., vendor training) and not duplicative of courses listed under the Training activity.

Also note:

- Accountability systems are located under the Equipment activity.
- All simulators, tow vehicles, and all mobile or fixed fire/evolution props (e.g., burn trailers, forcible entry, or rescue/smoke mazes) are located under the Equipment activity.
- Request for monitors/defibrillators should be based on the number of transport and non-transport ALS response vehicles in the fleet (medic engine, medic chase vehicle, ALS ambulance, etc.).
- P-25 compliant Portable Radios should be requested based on the number of seated riding positions or active members of the department and supported in the request narratives.
- Requests for P-25 mobile radios should be based on the number of vehicles in the fleet.
- Requests to replace obsolete or damaged equipment should enable the applicant to meet applicable industry, local, state, and national standards.
- Equipment product lifecycles are assigned an age category of Short (5-7 years), Intermediate (8-14 years), or Long (15-20 years). These age categories are used to compare like types of equipment of a similar age category. Under this system, an item that should have a useful life of 10 years is only compared to other items that have a similar useful lifespan. An application does not score higher or lower based on the product lifespan of an item. It only serves to ensure a more even scoring of equipment based on type.

All of the following are considerations in pre-scoring and peer review determinations:

Priority	Age Category	Fire and Fire Regional	SFTA
BASIC EQUIPMENT			
M H	Intermediate	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA. Fire Department applicants: M Regional Applicants: H	Air Compressor/Fill Station/Cascade System (Fixed or Mobile) for filling SCBA - H
H	Long	Appliance(s)/Nozzle(s)	Appliance(s)/Nozzle(s)
H	Long	Basic Hand Tools (Structural/Wildland)	Basic Hand Tools (Structural/Wildland)
M	Intermediate	Electric/Gas Powered Saws/Tools	Electric/Gas Powered Saws/Tools - H
M	Short	Fit Tester	Fit Tester - H
M H	Long	Foam Eductors - M for Fire Department and Regional Applicants	Foam Eductors - H
H	Intermediate	Hose (Attack/Supply)	Hose (Attack/Supply)
H	Short	Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment	IDLH Monitoring Equipment

Priority	Age Category	Fire and Fire Regional	SFTA
H	Immediate	IDLH Protection for Investigators (this is single-use respiratory protection)	
M H	Long	Ladders - M	Ladders - H
M H	Short	Personal Accountability Systems - M	Personal Accountability Systems - H
H	Intermediate	PPE Washer/Extractor/Dryer (Turnout)	PPE Washer/Extractor/Dryer (Turnout)
M	Intermediate	Respirator Decontamination System (SCBA)	Respirator Decontamination System (SCBA)
M H	Intermediate	Props for Fire Department applicants and Regional Applicants: M	Props - H
H	Intermediate	RIT Pack/Cylinder	RIT Pack/Cylinder
M	Intermediate	Generator – Portable	Generator – Portable
M H	Intermediate	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) for Fire Departments and Regional applicants: M	Tech Rescue (Ropes, Harnesses, Carabiners, Pulleys, etc.) - H
M H	Short	Simulators for Fire Departments - M Simulators for Regional (including virtual) - M	Simulators (including virtual) - H Repairs and upgrades (non-construction) to existing Simulators - H
H	Short	Thermal Imaging Camera (Must be NFPA 1801 compliant)	Thermal Imaging Camera (Must be NFPA 1801 compliant)
L M H	Short	Software and Learning Management System (LMS) to support training for Fire Departments - L Software and LMS to support training for Regional - M	Software and LMS to support training - H
M	Short	Computers used in support of training	Computers used in support of training
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
M	Short	Mobile computing devices intended to be used on scene (Tablets)	Mobile computing devices intended to be used on scene (Tablets)

COMMUNICATIONS

M H	Intermediate	Base Station (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Base Station (must be P-25 Compliant) - H
M H	Intermediate	Headsets for Fire Departments and Regional applicants: M	Headsets - H
M H	Intermediate	Mobile Radios (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Mobile Radios (must be P-25 Compliant) - H
M H	Intermediate	Mobile Repeaters (must be P-25 Compliant) for Fire Departments and Regional applicants: M	Mobile Repeaters (must be P-25 Compliant) - H
M H	Intermediate	Pagers (limited to number of active members) for Fire Departments and Regional applicants: M	Pagers (limited to number of active members) - H

Priority	Age Category	Fire and Fire Regional	SFTA
H	Intermediate	Portable Radios (must be P-25 compliant)	Portable Radios (must be P-25 compliant)
M	Intermediate	Mobile Data Terminal (MDT)	MDT
M	Short	Software specifically to enable Radio over IP (RoIP)	Software specifically to enable RoIP
EMS EQUIPMENT			
H	Short	Airway Equipment (Non-Disposable)	Airway Equipment (Non-Disposable)
H	Short	Automated External Defibrillators (AEDs) BLS Level	AEDs BLS Level
H	Short	Automatic Chest Compression Device (CPR)	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator	Monitor/Defibrillator
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Pulse Oximeters	Pulse Oximeters
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
EXTRICATION			
M H	Intermediate	Cutter/Spreader for Fire Departments and Regional applicants: M	Cutter/Spreader: H
M H	Intermediate	Vehicle Extrication Equipment for Fire Departments and Regional applicants: M	Vehicle Extrication Equipment: H
HAZARDOUS MATERIALS			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)
SPECIALIZED			
H	Intermediate	Skid Unit	Skid Unit
M	Intermediate	Air Quality Device	Air Quality Device
M	Intermediate	Boats	Boats
M	Short	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)	Marine equipment (NFPA 1910: Standard on Marine Fire-Fighting Vessels)
M	Intermediate	Mobile Generator	Mobile Generator
M	Intermediate	Portable Pump	Portable Pump
L	Short	Specialized Equipment (Other)	Specialized Equipment (Other)

Priority	Age Category	Fire and Fire Regional	SFTA
Chemical Biological Radiological Nuclear Equipment (CBRNE)			
L	Short	CBRNE-related Equipment	CBRNE-related Equipment
L	Short	Non-Disposable Biological Detection	Non-Disposable Biological Detection

Priority	Age Category	Tow Vehicles	Applicant Type
Note: Tow vehicles may be applied for under different application types with differing priority levels. Please reference the chart below when applying for tow vehicles.			
H	Long	Tow Vehicle	SFTA
M	Long	Tow Vehicle	Regional
L	Long	Tow Vehicle	Fire Department

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
COMMUNICATIONS			
H	Intermediate	Base Station (must be P-25 Compliant)	Base Station (must be P-25 Compliant)
H	Intermediate	Mobile Radios (must be P-25 Compliant)	Mobile Radios (must be P-25 Compliant)
H	Intermediate	Mobile Repeaters (must be P-25 Compliant)	Mobile Repeaters (must be P-25 Compliant)
H	Intermediate	Pagers (limited to number of active members)	Pagers (limited to number of active members)
H	Intermediate	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)	Portable Radios (must be P-25 Compliant, limited to number of AFG Program-approved seated positions)
M	Intermediate	Mobile Data Terminal	Mobile Data Terminal
M	Intermediate	Headsets	Headsets
M	Short	Software specifically to enable RoIP	Software specifically to enable RoIP

Priority	Age Category	Nonaffiliated EMS	Nonaffiliated EMS Regional
EMS EQUIPMENT			
H	Short	ALS/BLS Equipment	ALS/BLS Equipment
H	Short	Airway Equipment (Non- Disposable)	Airway Equipment (Non- Disposable)
H	Short	AEDs BLS Level	AEDs BLS Level
H	Short	Automatic CPR	Automatic CPR
H	Short	EMS Training Aids	EMS Training Aids
H	Short	Monitor/Defibrillator - 15 leads	Monitor/Defibrillator - 15 leads
H	Intermediate	Power Lift Cot	Power Lift Cot
H	Intermediate	Power Lift System	Power Lift System
H	Short	Responder Rehab Equipment	Responder Rehab Equipment
H	Short	Suction unit	Suction unit
M	Short	Computers used in support of training	Computers used in support of training
M	Short	Mobile computing devices intended to be used on scene (tablets)	Mobile computing devices intended to be used on scene (tablets)
H	Short	Vehicle Mounted Exhaust Systems	Vehicle Mounted Exhaust Systems
L	Short	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)	Portable Lift System (i.e., devices, hydraulic or electrical, used to assist with the lifting of patients that are not associated with cots)
HazMat			
M	Intermediate	Basic HazMat Response Equipment	Basic HazMat Response Equipment
M	Intermediate	Decon, Clean-Up, Containment and Packaging Equipment	Decon, Clean-Up, Containment and Packaging Equipment
M	Short	Sampling Devices (HazMat)	Sampling Devices (HazMat)

Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities		
Priority	Purpose of Request	Definition
H	Obtain equipment needed but not currently owned or replace equipment that is broken and/or damaged beyond repair to achieve minimum operational and deployment standards for existing missions	Applies to requests for equipment needed, and not currently owned, to achieve minimum operational and deployment standards for a department's existing mission requirements. This includes equipment that is no longer usable because it is broken and/or damaged beyond repair.
H	Replace noncompliant equipment to current standard	Applies to equipment that is deemed obsolete and/or is out of compliance with current standards for that type of equipment. Equipment requested under this reason for purchase has not been deemed inoperable, and while it may not be compliant with current standards it is not broken, damaged, or otherwise unusable.

M	Obtain equipment for new mission	Applies to requests for equipment, supplies, or inventories that are intended to fulfill minimum service requirements associated with new missions that a department is taking on and building the capability for but has not been previously fulfilled. For example, this may include, but is not limited to, establishing a new HazMat capability or Swift Water Rescue capability.
L	Upgrade technology to current standard	Applies to requests for equipment that may or may not be owned, but newer technology is available.

Eligible Equipment Activities for Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Shipping, taxes, assembly, and installation of the requested equipment • Extended warranties and service agreements if acquired concurrent with initial acquisition • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Equipment activities (e.g., removal/construction of a non-weight bearing wall) • Equipment for response to incidents involving CBRNE/WMD • Training specific to the requested equipment | <ul style="list-style-type: none"> • Requested support activities for equipment requiring supplies or expendables or “onetime” use items essential for an award’s scope of work, such as foam, breaching materials (e.g., wood or sheetrock) for ventilation or rescue props, or the amount of fuel required to sustain an awarded live fire training activity, or per NFPA 1403 Standard on Live Fire Training Evolutions, reasonable safety mitigations to a structure acquired for training • Subscriptions necessary for the operation of the awarded equipment and purchased concurrently within the POP • Computing device may be considered for reimbursement if essential to the operation of the funded equipment. |
|--|--|

Ineligible Equipment Activities Fire Department, Nonaffiliated EMS, Regional, and SFTA include but are not limited to:

- | | |
|--|--|
| <ul style="list-style-type: none"> • Construction of facilities, such as buildings, towers, or sheds to house communications • All fixed non-mobile repeaters or fixed site amplifiers • Sirens or other outdoor warning devices • Signage of any kind • Phones (telephone/satellite/cell) and carrier plans • Investments in emergency communications systems and equipment must meet applicable SAFECOM Guidance • Personal Safety/Rescue Bailout System (PPE) • Computer assisted dispatch (CAD) systems and software, geographic information systems (GIS), dispatch consoles, workstations and office furniture • Nonaffiliated EMS expendable supplies (including but not limited to medications) • Vehicle mounted fans | <ul style="list-style-type: none"> • Utility Vehicles and All-Terrain Vehicles (UTV/ATV) • UAVs and Drones • Bomb disposal equipment and robots • Mobile radios for personally owned vehicles (except Chief Fire Officer's personal vehicle if justified) • Supplies or expendables or common one-time use items such as foam, soaps, disinfectant wipes, medical gowns/gloves, bandages, any drug, intravenous bags/fluids, defibrillator pads/electrodes, syringes, cervical collars, batteries, exhaust system filters and splints • Flashover or other simulators/props that do not meet NFPA 1402 or 1403 standard (homemade or aftermarket simulators) • Subscriptions, memberships, equipment rental or lease to purchase • Refurbished equipment |
|--|--|

Additional Considerations for Fire Department, Nonaffiliated EMS, Regional, and SFTA Equipment Priorities

- Equipment that has a direct effect on firefighters' health and safety
- Age of equipment considered for replacement
- Equipment that operationally benefits other jurisdictions
- Equipment that brings the department into compliance with a national recommended standard, (e.g., NFPA or statutory compliance like OSHA)

IMPORTANT: The only eligible AFG Program activity for interoperable communications equipment is the acquisition of P-25 compliant equipment.

- P-25 compliant interoperable communications equipment has a digital platform that is programmable, scalable, and can communicate in analog mode with legacy radios, and in both analog and digital mode with other P-25 equipment. P-25 compliance enhances interoperability, allowing first responders to communicate with each other to coordinate their response to and mitigate all hazards.
- The procurement of interoperable communications equipment that does not meet P-25 compliance is unallowable; there are no waivers for P-25 compliance.
- All recipients awarded activities with emergency communication equipment and related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Technical specifications are located at: FY 2023 [SAFECOM Guidance on Emergency Communications Grants](#).
- It is the recipient's responsibility to obtain documented evidence that the equipment

to be acquired has been tested and has passed all the applicable P-25 compliance requirements and the recipient shall be able to produce such documentation to FEMA upon request.

- AFG Program applicants are not required to identify a specific P-25-compliant product in their application narrative, but they must affirm that the interoperable communications equipment requested or acquired will be P-25 compliant.

Note: Recipients using FY 2023 AFG Program funds to support emergency communications activities should review and comply with [SAFECON requirements](#), including provisions on technical standards that ensure and enhance interoperable communications. Communication equipment (e.g., portable radios) would be included in this standard. Recipients investing in emergency communications must ensure their projects support the Statewide Communications Interoperability Plan (SCIP) for their state.

iii. OPERATIONS AND SAFETY – PPE OVERVIEW

AFG Program funds used to acquire PPE may only be used to acquire compliant PPE for firefighting and nonaffiliated EMS personnel. Only the acquisition of PPE compliant with the most current edition of NFPA 1971, 1977, 1981 and/or 1999 are eligible activities. The acquisition of used, refurbished, or updated PPE are ineligible for reimbursement. PPE requested should have the goal of increasing firefighter safety. When requesting to replace or purchase new PPE (e.g., Turnout Gear and/or SCBA) applicants will be asked to provide the age of the items being replaced. All PPE items in the current inventory must be accurately described and accounted for in the application narrative.

Exposure to Per-and polyfluoroalkyl substances (PFAS chemicals) has been linked to cancer and other health effects. Recipients of PPE awards are strongly encouraged to ask potential vendors about their current level of compliance with using PFAS-free materials and to purchase PFAS-free gloves, hoods, boots, etc. as these items have matured in development to include readily available PFAS-free items.

Based in part on NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, in order for PPE (to include SCBA) to be considered noncompliant, the items must be a minimum of 2 NFPA cycles and 10 years of age or older from the date they were manufactured. PPE gear (to include SCBA) that is less than 10 years old and 2 NFPA cycles behind that was deemed damaged/unsafe/unrepairable is eligible for replacement if sufficient justification is provided in the application.

- Acquiring or replacing an individual SCBA face piece for each operational member of an organization is High  Priority. To the extent a request for additional face pieces exceeds any face pieces requested as part of an SCBA unit, that request should be entered as a separate request line item and will not be considered a request “to increase supplies” (e.g., if the applicant has the need for 35 Face Pieces, and requests 25 SCBA Units, the applicant should also separately request 10 additional Face Pieces).
- FEMA considers a complete set of Structural/Proximity PPE Turnout Gear to be comprised of these NFPA 1971 compliant components: one pair of pants, one coat,

one helmet, two hoods, one pair of boots, two pairs of gloves, one pair of suspenders, and one pair of goggles. In the AHJ where additional PPE such as a Personal Safety/Rescue Bailout System is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set.

- FEMA considers a complete set of EMS PPE Turnout Gear to be comprised of these NFPA 1999 compliant components: one pair of pants, one coat, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, and one pair of goggles.
- FEMA considers a complete set of Wildland PPE Turnout Gear to be comprised of these NFPA 1977 compliant components: one pair of pants, one coat, one jumpsuit, one helmet, one pair of boots, one pair of gloves, one pair of suspenders, one pair of goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
- FEMA considers PPE gear bags and RIT packs as eligible items that can be requested under Additional Funding and available as part of excess fund for the PPE activity in support of requests for PPE or SCBA items.
- FEMA considers a complete SCBA unit to be comprised of a harness/backpack, one face piece, and two cylinders.
- Recipients should consider the importance of proper fitting gear when making purchasing decisions. This includes the nuances with proper fitting for female firefighters.

Training for requested PPE:

- Applicants must certify that all grant-funded PPE will only be used by sufficiently trained personnel (failure to meet this requirement will result in the request for funding deemed ineligible).
- If applicants are requesting training to support a PPE activity, it must be entered in the “Additional Funding” section within the “Request Details” section of the application.

The following are considerations in pre-scoring and peer review determinations:

Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA PPE Priorities		
Priority	Purpose of Request	Definitions
H	Increase supply for new hires and/or existing firefighters that do not have one set of turnout gear (PPE) or allocated seated positions (SCBA). This includes replacing out of service PPE-Turnout Gear and SCBA.	Applies to PPE-Turnout Gear for new firefighters (i.e., new hires or volunteer recruits) and/or existing firefighters that do not currently have one set of PPE-Turnout Gear, and to add SCBA to fill seated riding positions that do not currently have SCBA.
H	Replace in-service or in-use damaged/unsafe/unrepairable PPE/SCBA to meet current standard	Applies to PPE-Turnout Gear and SCBA that is deemed damaged unsafe and unrepairable yet still in use at the time of application.

H	Replace in-service/in-use/expired/noncompliant PPE/SCBA to current standard	Applies to PPE-Turnout Gear or SCBA that is deemed obsolete and/or is out of compliance with current standards. PPE-Turnout Gear or SCBA to be replaced is not compliant with current standards; it is not broken, damaged or otherwise unusable.
L	Replace PPE/SCBA to upgrade technology to current standard	Applies to PPE-Turnout Gear or SCBA that is less than 10 years old for PPE-Turnout Gear or compliant within two NFPA cycles for SCBA.

Additional Considerations for Fire Department, Nonaffiliated EMS, Joint/Regional, and SFTA for PPE or SCBA Priorities

- Higher priority is given to the age of requested PPE, reason for purchase/replacement, priority. Applicant's call volume is a lesser factor. Applicants will be required to provide the age of the PPE being replaced.
- Applicants with the oldest PPE and/or trying to bring the department into 100% NFPA compliance or the number of active members who will have compliant gear.

PPE List	
Structural/Proximity H	
• American National Standards Institute (ANSI) Traffic Vests • Boots • Coats • Complete Set of Turnout Gear • Gloves • Goggles	• Helmets • Hoods • Pants • Pass Devices • Personal Safety/Rescue Bailout System • Suspenders
Respiratory H	
• Air-Line Unit • Face Pieces • Respirators	• SCBA Spare Cylinders • SCBA (SCBA Unit includes: Harness/Backpack, Face Piece, and two cylinders)
Wildland H	
• Jumpsuits/Coveralls • Boots • Coats • Pants • Suspenders	• Goggles • Shelters • Web Gear/Backpacks • Canteens/Hydration Systems • Helmets
Specialized PPE M	

• Ballistic Protective Equipment (BPE), which includes one vest, one helmet, one triage bag, one pair of goggles • Chemical/Biological Suites (must conform to NFPA 1990 2022 edition)	• Extrication Clothing/Rescue Clothing • Proximity Suits • Splash Suits • Wet and Dry Suits • Encapsulated Suits
Eligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• ANSI approved retroreflective highway apparel • Training for requested PPE • Turnout gear bags	• Customized helmet shields • Level C suits • Personal Safety/Rescue Bailout System • Face Pieces Regulators

Ineligible PPE Activities for Fire Department, Nonaffiliated EMS, Joint/Regional and SFTA include but are not limited to:	
• Three-quarter length rubberboots • Uniforms (formal/parade or station/duty) and uniform items (hats, badges, etc.) • PPE gear bags (ineligible unless requested as additional funds in association with a PPE request) • RIT packs (ineligible unless requested as additional funds in association with SCBA request) • Air Compressor/Fill Station/Cascade Systems (ineligible unless requested as additional funds in association with a Regional SCBA request) • PPE gear washer/extractor/dryer (ineligible unless requested additional funds in association with PPE gear request). • Personal Safety/Rescue Bailout System for nonaffiliated EMS organizations	• Food and beverages • Integrated thermal imaging cameras (TIC) with heads-up display • Bomb disposal suits • Any communications equipment (e.g., radios and pagers) in the PPE section • Structural, proximity, wildland firefighting gear, or rescue and extrication gear for nonaffiliated EMS organizations • Any decals, embroidery, engraving, flags, graphics, logos, vehicles, and PPE Turnout lettering that customizes awarded items beyond the normal expectation (except customized helmet shields) • Funding is limited to one set of PPE- Turnout Gear per person • Equipment rental or lease to purchase • Note: Where bailout system is statutorily required, FEMA will consider all statutorily required items to be part of a complete PPE set

iv. OPERATIONS AND SAFETY – WELLNESS AND FITNESS OVERVIEW

Wellness and Fitness activities are intended to strengthen emergency responders so that their mental, physical and emotional capabilities are resilient enough to withstand the demands of all hazardous operations. In order to be eligible for funding, applicants must offer, or plan to offer, all five of the following Priority 1 activities as discussed in the table below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

Priority 1 - Below are the five activities required for a complete Wellness and Fitness program:

- Initial medical exams;
- Job-related immunization;
- Annual medical and fitness evaluation;
- Behavioral health; and
- Cancer Screening Program to meet NFPA 1582.

Priority 2 - Applicants may only apply for Priority 2 Items (listed below) if the applicant offers or is requesting a combination of the five activities required under Priority 1 (listed above):

- Candidate physical ability evaluation;
- Injury/illness rehab;
- Formal fitness, injury prevention; or
- International Association of Fire Fighters (IAFF) or IAFC peer fitness trainer program, including transportation, travel, overtime/backfill, and reasonable expenses associated with member participation in Train-the-Trainer for IAFF/IAFC and implementation of a peer fitness trainer programs. Core components included in a firefighter fitness assessment include:
 - Aerobic Capacity,
 - Body Composition,
 - Muscular Strength,
 - Muscular Endurance and
 - Flexibility.

NOTE: Applicants are encouraged to review NFPA 1583 for guidance on the minimum requirements for the development, implementation, and management of a health-related fitness program.

Departments that have some of the Priority 1 programs in place must apply for funds to implement the missing Priority 1 programs before applying for funds for any additional program or equipment within Priority 2. In addition, all grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1; and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices. Detailed information on implementing NFPA 1582 physicals can be found at <https://www.fstaresearch.org>.

NOTE: Simultaneous requests for Priority 1 and Priority 2 activities will receive a lower funding consideration than requests that complete the bundle of the five Priority 1 activities. Applicants should review Health Related Fitness Programs as outlined in NFPA 1583, which is summarized below.

Fire Department and Nonaffiliated EMS Wellness and Fitness Priorities

NFPA 1583 Standards on Health-Related Fitness Programs for Fire Department Members

Scope

This standard establishes the minimum requirements for the development, implementation, and management of a health-related fitness program for members of the fire department involved in emergency operations.

Purpose

The purpose of this standard is to provide the minimum requirements for a health-related fitness program for fire department members that enhances the members' ability to perform occupational activities efficiently and safely and reduces the risk of injury, disease, and premature death.

This document is intended to help fire departments develop a health-related fitness program for fire department members that requires mandatory participation but is not punitive.

This document is not intended to establish physical performance criteria.

Eligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|---|--|
| <ul style="list-style-type: none"> • The five Priority 1 items: initial medical exams, job-related immunization, annual medical and fitness evaluation, behavioral health, and cancer screening • Behavioral health programs to include, but not limited to: Critical Incident Stress Management Programs, Employee Assistance Programs • Transportation expenses related to a member's participation in offered Wellness and Fitness activities | <ul style="list-style-type: none"> • Contractual costs (non-hiring) for personnel (such as nutritional counseling), physical fitness equipment (including shipping charges and sales tax, as applicable), and supplies directly related to physical fitness activities • Minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support the awarded Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall); note that these will require EHP review |
|---|--|

Ineligible Wellness and Fitness Activities for Fire Department and Nonaffiliated EMS include but are not limited to:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Fitness club memberships for participants or their families • Non-cash incentives (e.g., t-shirts or hats of nominal value, vouchers to local businesses, or time-off) • Purchase of real estate • Cash incentives • Food and beverages • Subscriptions and memberships | <ul style="list-style-type: none"> • Purchase of medical equipment that is not used as part of the Wellness and Fitness program • Whole-body MRI scans • Contractual services with anyone other than medical professionals (e.g., health care consultants, trainers, and nutritionists) for programs such as smoking cessation • Purchase of equipment or personal protective equipment that is otherwise eligible under the Equipment activity or the PPE activity |
|--|---|

v. OPERATIONS AND SAFETY – MODIFICATIONS TO FACILITIES OVERVIEW

AFG Program funds may be used to modify fire stations and other facilities. New fire station construction is not eligible. Eligible activities include source capturing exhaust, sprinkler, carbon monoxide alarms or smoke/fire detection systems, only for these types of systems and not multi-purpose systems that encompass ineligible features as described below.

All changes to facilities including major or minor modifications and equipment installations require EHP review.

The benchmark for eligibility does not apply to minor interior alterations (requested under Additional Funding and limited to \$10,000 total expenditure) to support Training, or Wellness and Fitness activities (e.g., removal/construction of a non-weight bearing wall). In recognition of the risks posed by exposure to diesel fumes, Source Capture Exhaust Extraction Systems (SCES) are a High Priority item for vehicle exhaust mitigation under Modifications to Facilities.

An SCES is a system where exhaust gases from a vehicle are captured directly via a conduit that attaches to/over the end of the vehicle's exhaust system at the tailpipe. The captured exhaust gases are expelled through the attached conduit via mechanical/pneumatic means to the exterior of the building.

No modification may change the structure's footprint or profile. If requesting multiple items, such as a sprinkler system and exhaust system, the funding for any projects or activities cannot cumulatively exceed \$100,000 (total project cost[s]) for any individual station.

Eligible projects under this activity must have a direct effect on the health and safety of firefighters.

Note: Vehicle Mounted Exhaust Systems are now listed as a "High" priority in the equipment activity.

Facility Considerations:

Priority is given to facilities staffed full-time and facilities with sleeping quarters. Facilities without sleeping quarters or with part-time occupancy will receive subsequent consideration. Training facilities, marine fire facilities, and intermittently occupied facilities will be considered next.

All of the following are considerations in pre-scoring and peer review determinations:

Eligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
H	- New source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems – only for these types of systems and not multi- purpose systems that encompass ineligible features as described below. - Replacement or updates to existing source capture exhaust systems, sprinkler systems, carbon monoxide, or smoke/fire detection systems are considered lower priority over requests submitted for new systems.
M	Emergency generators, Air Quality Systems (AQSs) Note: AQSs are fixed equipment that are air purifying, scrubbing, and/or air exchange systems

Ineligible Modifications to Facilities Priorities for Fire Department and Nonaffiliated EMS include but are not limited to:	
- Station maintenance - Resurfacing of bay floors - Interior remodeling not pertaining to the requested project(s) - Food and beverages	Security systems, or other alerting systems of similar purpose designed to notify fire stations of unauthorized access or provide deployment notifications or multi-purpose systems that include any of these features even if they also include otherwise eligible features

g. Regional Applications

A Regional application is an opportunity for a fire department or a nonaffiliated EMS organization to act as a host and apply for funding on behalf of itself and any number of other participating AFG Program eligible organizations. The host organization and its partners must be the intended beneficiaries of the proposed project. A nonaffiliated EMS organization that serves as a host regional applicant can only host other nonaffiliated EMS organizations. A fire department that serves as a host regional applicant can apply on behalf of other eligible fire departments and nonaffiliated EMS organizations within the same application. SFTAs are not eligible to apply under the Regional activity. Eligible Regional activities are Vehicle Acquisition, and Operations and Safety but only for Training, Equipment, Wellness and Fitness, and PPE activities. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and benefit more than one local jurisdiction (county, parish, town, township, city, or village) directly from the activities implemented with the grant funds. To align with the stated program objective of fostering interoperability, departments and agencies party to regional applications must use the same vendor. Any exceptions to this requirement must be pre-approved by FEMA in writing and be based on compelling operational need.

Regional applicants will be subject to the funding limitations based on the total population served by the host of the application and the participating partners. For example, if the host and partners serve a population of 100,000 or fewer and are the recipients of a Regional award for \$1 million, the host has met their cap and is no longer eligible for additional funds under the AFG Program.

The community identification characteristic (e.g., Rural, Urban, or Suburban) and the organizational status of the host applicant (e.g., Career, Combination, or Volunteer) will be entered and used for the Regional application, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed primary first due response areas of the host and participating partner organizations. Exceptions can be made to this requirement in situations where the host is also the parent organization and is responsible for their smaller and independent stations.

Neither the Regional host nor any participating partner is prevented from also applying on behalf of their own organization for any AFG Program activity (Vehicle Acquisition, or Operations and Safety). However, it cannot be for the same item. For example, a department cannot apply for PPE under its own organization and participate in a regional PPE application.

In the application narrative, a Regional host must include a list of all the AFG Program eligible participating organizations benefitting from a proposed Regional project, including validated points of contact, each organization's EIN, and clear and detailed information on the regional activities requested.

Host organizations should provide specific details, fully explaining the distribution of any grant-funded acquisitions or grant-funded contracted services, as well as the responsibilities between the host and the partner organizations.

In order to apply for a Regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to cost share, accountability for the assets, and all reporting requirements in the Regional application. The host of the Regional application is not considered a pass-through entity and may not issue sub-awards.

The host will be required to enter information that captures the macro demographics (e.g., total square miles) and master listings of information (e.g., combined SCBA inventories) of the partners that serve the region.

All participants of a Regional applicant must be compliant with AFG Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the AFG Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the AFG Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), and the proposed distribution of all grant-funded assets and/or contracted services. Copies of the MOU will be requested during the technical evaluation of the application.

The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible AFG Program organization and must be a party to the MOU or equivalent document.

h. *Vehicle Acquisition*

Vehicles purchased with AFG Program funds must be compliant with NFPA 1900 (Standard for Aircraft Rescue and Firefighting Vehicles, Wildland Fire Apparatus, and Automotive Fire) or equivalent (Standard for Automotive Ambulances). Leases, loan payments, or installment plans to obtain a vehicle are not eligible acquisition activities under the AFG Program and will not be reimbursed.

Community Paramedic/Health vehicles are non-transport vehicles and are not intended to have a dual role (e.g., as utility or support vehicles). There is nothing inherent in the delivery of community paramedic services that requires any emergency response packages (e.g., lights, sirens) or operational equipment (e.g., rescue tools, structural/wildland firefighting equipment). Consequently, such activities are ineligible.

Applicants may apply for more than one vehicle. Requests cannot exceed the financial cap based on population listed in the application. If a department submits multiple types of applications, and more than one of those requests are approved, the department will be held to the same financial cap based on the population listed in the application.

When requesting more than one vehicle, applicants will be asked to fill out a separate line item and answer all the questions including a separate narrative for each vehicle. For example, if an applicant is requesting to replace three ambulances, the applicant must fill out the age and vehicle identification number (VIN) of each vehicle being replaced. Applicants cannot use the same VIN in each line item.

In the case(s) when an applicant is not replacing a vehicle but only changing the service status of a vehicle(s), such as from first due to reserve, a VIN is still required for the narrative and for the vehicle being reassigned.

Applicants requesting fire vehicles that do not have drivers or operators trained to NFPA 1002 or equivalent and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered will not receive a vehicle award.

Applicants requesting nonaffiliated EMS vehicles that do not have drivers or operators trained to the National Standard Emergency Vehicle Operator Curriculum (EVOC) developed by the United States Department of Transportation (DOT), or equivalent, and are not planning to have a training program in place by the time the awarded vehicle(s) is delivered, will not receive a vehicle award.

All applicants may request funding for a driver training program within the "Vehicle Acquisition" section but must add the request in the "Additional Funding" area in the "Request Details" section of the Vehicle Application.

All driver training program(s) must be in place prior to the delivery of the awarded vehicle(s) or the recipient will be considered in violation of the grant agreement. The pre-score evaluation criteria consider the department's need for the vehicle based on the age/condition of current vehicles and/or the demands on the organization.

Eligible Vehicle Activities for Fire Department, and SFTA include but are not limited to:			
Priority	Urban Communities	Suburban Communities	Rural Communities
H	• Aerial • Ambulance • Pumper • Rescue Vehicle Light, Medium, or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush Type III or larger	• Aerial • Ambulance • Pumper • Tanker/Tender • Rescue Vehicle Light, Medium or Heavy • Non-Transport EMS (Community Paramedic/Healthcare) • Quint • Brush	• Aerial • Ambulance • Brush/Attack • Pumper • Tanker/Tender • Non-Transport EMS (Community Paramedic/Healthcare) • Quint
M	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • HazMat Unit • Air/Light Unit • Rehab Unit	• Command/Mobile Communications Vehicle • Hazardous Materials Unit • Air/Light Unit • Rescue Vehicle Light, Medium or Heavy
L	• ARFF • Foam Truck • Fire Rescue/Boat • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Tanker/Tender	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat	• ARFF • Foam Truck • Highway Safety Unit • Hybrid (i.e., Transport Engine) • Fire Rescue/Boat • Rehab Unit

Eligible Regional Vehicle Activities for Fire Departments (ALL Community Types)	
H	• Aerial • Air/Light Unit • Bariatric Ambulance • Command/Mobile Communications Vehicle • Non-Transport EMS (Community Paramedic/Healthcare) • Rehab Unit • Rescue Vehicle Light, Medium or Heavy • Tow Vehicle (Applied for under equipment)
M	• Highway Safety Unit
L	• Hazardous Materials Unit • Foam Truck

Eligible Nonaffiliated EMS and Nonaffiliated Regional Vehicle Activities	
H	• Ambulances • Bariatric Ambulance • Non-Transport EMS (Community Paramedic/Healthcare)

Compliance with Standards	
• Ambulances must comply with NFPA 1900, or GSA Federal Standard KKK-A-1822F • Applicants must certify that unsafe vehicles will be permanently removed from service if awarded a grant; acceptable uses of unsafe vehicles include farm, nursery, scrap metal, salvage, construction, or donation to a foreign entity • Applicants should consider adopting the principles of Traffic Incident Management Systems (TIMS); the USFA report on TIMS can be found on FEMA's website at https://www.fema.gov/fire-grant-contact-information Traffic Incident Management Systems • New fire apparatus must be compliant with NFPA 1900 for the year ordered/manufactured	

Additional Considerations (to include, but not limited to)	
• Age and mileage of the vehicle being replaced; older equipment receives higher consideration • Age of the newest vehicle in the department's fleet that is like the vehicle to be replaced • Average age of the fleet; older equipment within the same class • Call volume of primary first due response area or region • Converted vehicles (with an emphasis on tanker/brush trucks) not designed or intended for use in the fire service departments that have automatic aid agreements, mutual aid agreements, or both; a converted vehicle is any vehicle that is not engineered to an NFPA standard, or not being used for its original design, or over its gross vehicle weight • Vehicles on loan to the organization in the application narrative but not in the organization's inventory • Damaged vehicles and out of service vehicles in the organization's inventory • Replacement of open cab/jump seat configurations	

IMPORTANT

Applicants requesting a vehicle(s) may be required to provide additional fleet information after the submission of the application. Vehicle inventory in the application must reflect currently owned vehicles as well as vehicles that are leased or on long-term loan and vehicles that have been ordered or otherwise currently under contract for purchase or lease by the organization but not yet in possession.

The following definitions should be followed when providing vehicle inventory in the application:

Front Line Vehicle: a vehicle that is fully equipped and ready to respond to emergency calls (first due, second due, ready-reserve vehicle).

Ready-Reserve Vehicle: a vehicle that is equipped and may be easily made ready to respond (i.e., emergency mobilization).

Reserve Vehicle: a vehicle that is not fully equipped and not ready to respond. Reserve apparatus is used when the front-line vehicle is out-of-service (repairs/maintenance). Equipment is removed from the front-line vehicle and moved to the reserve vehicle for emergency response.

Temporarily Out of Service Vehicle: A vehicle which has been temporarily removed from emergency response duties due to mechanical or safety conditions requiring repair. Although currently out of service this vehicle is required to meet the response needs of the agency and will be returned to front line or reserve status once repaired. Temporarily out of service vehicles are included in the vehicle inventory, included in the seated position count and are eligible for replacement in the AFG Program.

Decommissioned Vehicle: A vehicle which has been permanently removed from any or all emergency response duties or functions but is still in the possession of the organization. Examples include retired vehicles waiting disposal, vehicles used solely for parade/public relations use, antique vehicles, display, or similar uses. Decommissioned vehicles are not listed in the vehicle inventory or included in the seated position count and are not eligible for replacement in the AFG Program.

Vehicle Contract: Vehicle award recipients must submit a copy of their vehicle purchase contract to the designated Regional Fire Program Specialist or Program Analyst. To locate Regional Fire Specialist, please visit FEMA's website at <https://www.fema.gov/fire-grant-contact-information> Assistance to Firefighters Grant Program. Recipients will be asked to scan the document(s) into a PDF format and email it to the Regional Fire Program Specialist or Program Analyst for inclusion in the grant file. Submitting a vehicle purchase contract will assist in the programmatic monitoring of an award and help ensure programmatic compliance with the Improper Payments Eliminations and Recovery Act of 2012 (Pub. L. No. 112-248). If recipients do not submit a vehicle purchase contract, they will be unable to:

- Submit for an advance of federal funds for partial vehicle payment or chassis payment; and

- Submit an amendment requesting a Period of Performance extension for the project.

Performance Bond Strongly Recommended: Performance bonds are strongly recommended but not required by the AFG Program. This is for any organization that is going to advance its own funds to their vendor prior to receipt of the vehicle. The bond may be obtained through the vendor or bank. The concept behind this is to ensure the applicant's funds are not lost in the event of a vendor's failure to perform, e.g., not finishing or delivering the vehicle, or going out of business.

Prepayment Bond Required: AFG Program vehicle recipients are required to obtain a prepayment bond if the recipient plans to advance federal funds to their vendor for a down payment. This is to safeguard the federal funds against loss if the vendor goes out of business or fails to deliver the vehicle. Prepayment bonds may be obtained through the vendor or bank. The cost of a Prepayment Bond is a reimbursable activity under a vehicle acquisition award.

Penalty Clause Required: All contracts for any AFG Program-funded vehicle must contain a penalty clause. Non-delivery by the contract's specified date, or other vendor nonperformance, will require a penalty that is no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient.

Exceptions may be considered by FEMA only if an urgent and compelling need is demonstrated by the recipient. The request for exception from this requirement must be submitted in writing to the AFG Program Analyst or Regional Fire Program Specialist.

Down Payment: A down payment for the purchase of a vehicle is allowable if required in the vehicle purchase contract, but FEMA will only allow up to 25% of the federal share to be drawn for this purpose. Any costs over-and-above the 25% limit, such as the cost of a chassis or any other fees or services, must be borne by the recipient or deferred until final payment is drawn.

Federal funds may not be requested for any other payments to include but not limited to periodic or progress vehicle payments, loan payments, or the acquisition of equipment for the awarded if already supplied under the vehicle contract. Purchases outside of the vehicle contract can be requested for payment, i.e., driver/operator training, physical exams for driver/operator, and equipment specific to the type of apparatus awarded and as listed in the NFPA 1990.

Final Payment: To expedite the acquisition process, and prior to the vehicle being received, inspected, and accepted, the recipient may request the final vehicle payment as an advance payment request. However, the recipient shall not disburse or satisfy the vehicle obligation until after the vehicle is received, inspected, and accepted by the recipient.

Eligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Cost of vehicle • Physicals to meet current NFPA 1582/US DOT 649 F • Cost of associated equipment that is eligible under current NFPA 1900 • Driver/operator training programs that meet applicable standards, current NFPA 1002 or EVOC, or equivalent	• Travel expenses (air/rail transportation, mileage, hotel/lodging) to inspect a requested vehicle during production Note: Food and beverages are ineligible travel expenses
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Ineligible Vehicle Activities for Fire Department, Nonaffiliated EMS Organizations, Joint/Regional, and SFTA include but are not limited to:

• Leasing, rental, or installment purchase of any grant funded vehicle • Aircraft, bulldozers, or construction-related equipment • Using the vehicle being awarded as collateral for any financial loan	• UTVs and ATVs • UAVs and drones • Used or refurbished apparatus • Converted vehicles not originally designed for firefighting • Food and beverages
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Examples of vehicle types

- Pumper (an apparatus that carries a minimum of 300 gallons of water and has a pump with the capacity to pump a minimum of 750 gallons per minute [GPM])
- Urban interface vehicles (Type I) pumper (300 gallons of water and 750 GPM)
- Ambulance (vehicle used for transporting patients)
- Tanker/Tender (an apparatus that has water capacity in excess of 1,000 gallons of water)
- Quint Aerial (an aerial ladder, elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)
- Quint (fire apparatus with a permanently mounted fire pump, a water tank, a hose storage area, an aerial ladder or elevating platform with a permanently mounted waterway, and a complement of ground ladders)
- Aerial Ladder (elevating platform, or water tower that is designed to position personnel, handle materials, provide continuous egress, or discharge water)

Unsafe Vehicles

If applicants specify the vehicle(s) to be replaced are unsafe, they must certify that if awarded, the unsafe vehicle to be replaced will be permanently removed from emergency service response. Permanently removed from emergency service response means the recipient cannot use the vehicle being replaced for any emergency service response, nor can the recipient sell or otherwise transfer title to any individual or emergency service response organization that will use the unsafe vehicle for emergency service response.

A recipient who certifies it will remove an unsafe vehicle from service but then sells/transfers the unsafe vehicle to another emergency service response organization, or otherwise does not remove the unsafe vehicle from emergency service response, is considered to be in violation of the grant agreement.

Acceptable dispositions (donation or sale) of unsafe vehicles include but are not limited to a training facility (NO emergency response off the training grounds), farm use, construction or nursery use, sale to a non-emergency service response entity for refurbishment, scrap metal, salvage, or foreign donation.

15. Appendix C – Award Administration Information

Appendix C contains detailed information on AFG Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s).

a. *Help FEMA Prevent Fraud, Waste, and Abuse*

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Economic Hardship Waivers of Cost Share and Maintenance of Effort*

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an AFG Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines in [Information Bulletin No. 427](#).

The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 may result in a denial of the waiver.

c. *Grant Writer/Preparation Fees*

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the “Request Details” section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to \$1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the 90 days prior to the publication date of the NOFO and up to 30 days after the application period closes. In order

for Grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the federal government from receiving funding under federally funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

- i. A copy of the grant writer's contract for services;
- ii. A copy of the invoice or purchase order;
- iii. A copy of the canceled check (front and back); and
- iv. Evidence that the services were competitively procured. If an applicant's local procurement practices/policies do not require competitive bidding under \$1,500, then the applicant may be asked to provide a copy of that policy.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application.

Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place before submitting the application.

d. *Maintenance and Sustainment for AFG Programs*

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections or grounds

and facility maintenance) are the responsibility of the recipient and may not be funded with AFG Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. *Taxes, Fees, Levies, and Assessments*

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible AFG Program acquisition activity may be charged to an AFG Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the AFG Program application narrative, as well as the “Request Details” section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient’s agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible AFG Program acquisition activity, are not chargeable to any AFG award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit [the Federal Communications Commission website](#).*

f. *Excess Funds*

After completing the initial project's purpose in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These cost-shared excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need.

Excess Funds Restrictions

In general, excess funds are limited to no more than \$10,000 for any award. If you have any questions, contact the AFG Help Desk at 866-274-0960 or email FireGrants@fema.dhs.gov. The AFG Helpdesk is open Monday through Friday, 8 a.m. – 4:30 p.m. ET.

The \$10,000 maximum is cumulative for any grant, regardless of the number of activities within the award, and will require no amendment except when the use of excess funds is for any eligible activity that would normally require an EHP review.

- Excess funds cannot be used to support Fire Prevention and Safety activities.
- Consistent with the funding priorities set by the panel of fire service professionals and stakeholders, excess funds are limited to the purchase of High Priority items only.
- Excess funds cannot be used for grant writer/preparer fees.
- Excess funds may only be used for allowable activities identified in the program guidance for that fiscal year's grant cycle.
- The opportunity for excess funds is limited when the original uncompleted Scope of Work is changed via an amendment.

Example: An award for the acquisition of 10 SCBA units is reduced via Amendment to eight SCBA units. The federal participation and the recipient cost obligation are both reduced and any remaining unliquidated federal funds resulting from the reduction in quantity of awarded items are not allowable as excess funds. FEMA may allow reduction in the quantity of awarded items but not total project cost if compelling justification of need is provided.

Exceptions to the \$10,000 use may be considered by FEMA if urgent and compelling need that can be directly related to a demonstrated event impacting the health and safety of the firefighters within the department can be identified. This request must be submitted in writing via an amendment.

g. *Payments and Amendments*

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. AFG Program payment/drawdown requests are generated using FEMA GO. AFG Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, active SAM.gov registration, and the request for payment in

FEMA GO has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

ADVANCES

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and its disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include invoice(s) and/or purchase orders for advance AFG Program payment/drawdown requests. EHP review requirement must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient. Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit [Treasury Current Value of Funds Rate](#).

REIMBURSEMENT

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of the AFG Program approval for reimbursement requests, recipients shall include proof of purchase, in the form of a canceled check or credit card transaction, active SAM.gov registration, and a final invoice(s) in each reimbursement AFG Program payment/drawdown request.

REBATES

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original Cost Share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate

adjusted Cost Share.

PAYMENT REQUESTS DURING CLOSEOUT

A recipient may only submit reimbursement payment requests up to 120 days after the expiration of the period of performance, during an award's closeout reconciliation.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

AMENDMENTS

FEMA may approve AFG Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity, mission, retroactive approval (pre-award), closeout issues, and some excess funds requests; or
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with AFG Program goals and objectives. All amendments require recipients to maintain an active SAM.gov registration.

NOTE: A recipient may deobligate (i.e., return) unused funds (i.e., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (i.e., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 days as a period for recipient reconsideration before FEMA processes the deobligation request. The deobligation of funds cannot be reversed.

h. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of AFG Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when

original or replacement equipment acquired under an AFG award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Regional FPS or the AFG Program Help Desk prior to the disposition of AFG Program funded equipment, to include vehicles.

System for Award Management (SAM.gov) profile

Please identify your organization to be associated with this application.

All organization information in this section will come from the System for Award Management (SAM) profile for that organization.

CITY OF ORMOND BEACH

Information current from SAM.gov as of: **02/04/2024**

UEI-EFT: **P7N5EWNDK217**

DUNS (includes DUNS+4): **087320164**

Employer Identification Number (EIN): **596000398**

Organization legal name: **CITY OF ORMOND BEACH**

Organization (doing business as) name:

Mailing address: **P.O. BOX 277 ORMOND BEACH, FL 32175-0277**

Physical address: **22 S BEACH ST ORMOND BEACH, FL 32174-6386**

Is your organization delinquent on any federal debt? **N**

SAM.gov registration status: **Active as of 03/29/2023**

☒ We have reviewed our bank account information on our SAM.gov profile to ensure it is up to date

Applicant information

Please provide the following additional information about the applicant.

Applicant name **City of Ormond Beach Fire Department**

Main address of location impacted by this grant

Main address 1 **22 South Beach Street**

Main address 2

City **Ormond Beach**

State/territory	FL
Zip code	32174
Zip extension	6836
In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?	Volusia

Applicant characteristics

The Assistance to Firefighters Grants Program's objective is to provide funding directly to fire departments and nonaffiliated EMS organizations or a State Fire Training Academy for the purpose of protecting the health and safety of the public and first responder personnel against fire and fire-related hazards. Please review the Notice of Funding Opportunity Announcement (NOFO) for information on available program areas and for more information on the evaluation process and conditions of award. Please provide the following additional information about the applicant.

Applicant type: **Fire Department/Fire District**

Is this grant application a regional request? A regional request provides a direct regional and/or local benefit beyond your organization. You may apply for a regional request on behalf of your organization and any number of other participating eligible organizations within your region. **No**

What kind of organization do you represent? **All Paid/Career**

How many active firefighters does your department have who perform firefighting duties? **47**

How many of your active firefighters are trained to the level of Firefighter I or equivalent? **47**

How many of your active firefighters are trained to the level of Firefighter II or equivalent? **47**

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001? **No**

Which of the following standards does your organization meet regarding physicals? If physicals are not required then do not select any option. (optional)

☒ Meets NFPA or 1582 standard

☒ Meets NTSB or DOT standard

☒ Meets State/Local standard

How many members in your department are trained to the level of EMR or EMT, Advanced EMT or Paramedic? **47**

Does your department have a Community Paramedic program? **No**

How many stations are operated by your department? **4**

Does your organization protect critical infrastructure of the state? **No**

Do you currently report to the National Fire Incident Reporting System (NFIRS)? You will be required to report to NFIRS for the entire period of the grant. **Yes**

Please enter your FDIN/FDID. **08012**

Do you offer live fire training? **Yes**

What is the total number of live fire training exercises conducted per year on average? **2**

Operating budget

What is your organizations operating budget (e.g., personnel, maintenance of apparatus, equipment, facilities, utility costs, purchasing expendable items, etc.) dedicated to expenditures for day-to-day activities for the current (at time of application) fiscal year, as well as the previous two fiscal years?

Current fiscal year: **2024**

Fiscal Year	Operating budget
2024	\$7,363,742.00
2023	\$6,731,568.00

Fiscal Year	Operating budget
2022	\$6,351,305.00

What percentage of the declared operating budget **81** is dedicated to personnel costs (salary, benefits, overtime costs, etc.)?

Does your department have any rainy day reserves, emergency funds, or capital outlay? **No**

What percentage of the declared operating budget is derived from the following	2024	2023	2022
Taxes	100	100	100
Bond issues	0	0	0
EMS billing	0	0	0
Grants	0	0	0
Donations	0	0	0
Fund drives	0	0	0
Fee for service	0	0	0
Other	0	0	0
Totals	100 %	100 %	100 %

Describe your financial need and how consistent it is with the intent of the AFG Program. Include details describing your organization's financial distress such as summarizing budget constraints, unsuccessful attempts to secure other funding, and proving the financial distress is out of your control.

The FY 23-24 budget is approximately \$7.3 million which is derived entirely from taxes in which personnel costs account for 81%; vehicle maintenance 4%; equipment (EMS and Fire) 3%; training 1.5%; building maintenance 2%; and other 8.5% (office supplies, liability insurance, communications, employee certifications). The Ormond Beach Fire Department has four stations. In 2020, we had two reserve apparatus that had been in service

for over 20 years; the City approved their replacement and they were delivered and put into service in August 2021. This was a \$1.13 million purchase which was not part of the normal budget and required raising our millage rate to purchase the apparatus. As this was a priority need and a significant purchase, it greatly restricted funding for other equipment purchases. The millage funding this year will be going toward the replacement of our aging 2005 brush truck, and next year to replace our 2006 aerial. Our budget has been constrained with recent and upcoming apparatus replacements. We have not found funding for the equipment requested in this application through other sources. If not funded, the purchases requested in this application will have to be delayed until funding can be budgeted.

In cases of demonstrated economic hardship, and upon the request of the grant applicant, the FEMA Administrator may grant an Economic Hardship Waiver. Is it your organization's intent to apply for an Economic Hardship Waiver? **No**

Other funding sources

This fiscal year, are you receiving Federal funding from any other grant program for the same purpose for which you are applying for this grant? **No**

This fiscal year, are you receiving Federal funding from any other grant program regardless of purpose? **No**

Applicant and community trends

Please provide the following additional information about the applicant.

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	1	0	0

Injuries and fatalities	2023	2022	2021
What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	1	0	0
What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	4	0	0
What is the total number of members with self-inflicted fatalities over the last three years?	0	0	0

How many vehicles does your organization have in each of the type or class of vehicle listed below? You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession.



Seated riding positions

The number of seated riding positions must be equal or greater than the total number of frontline and reserve apparatus. If there are zero frontline and zero reserve apparatus, the number of seated riding positions must be zero..

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
Engines or pumpers (pumping capacity of 750 gallons per minute (GPM) or greater and water capacity of 300 gallons or more): pumper, pumper/tanker, rescue/pumper, foam pumper, CAFS pumper, type I, type II engine urban interface.	3	1	20
Ambulances for transport and/or emergency response.	0	0	0
Tankers or tenders (water capacity of 1,000 gallons or more).	1	0	2
Aerial apparatus: aerial ladder truck, telescoping, articulating, ladder towers, platform, tiller ladder truck, quint.	1	1	10
Brush/quick attack (pumping capacity of less than 750 GPM and water carrying capacity of at least 300 gallons): brush truck, patrol unit (pickup w/ skid unit), quick attack unit, mini-	2	0	4

Type or class of vehicles	Number of frontline apparatus	Number of reserve apparatus	Number of seated riding positions
pumper, type III engine, type IV engine, type V engine, type VI engine, type VII engine.			
Rescue vehicles: rescue squad, rescue (light, medium, heavy), technical rescue vehicle, hazardous materials unit.	0	0	0
Additional vehicles: EMS chase vehicle, air/light unit, rehab units, bomb unit, technical support (command, operational support/supply), hose tender, salvage truck, ARFF (aircraft rescue firefighting), command/mobile communications vehicle.	2	0	4

How many ALS Response vehicles are in your fleet? **6**

Is your department facing a new risk, expanding service to a new area, or experiencing an increased call volume? **Yes**

Please explain how your department is facing a new risk, expanding service to a new area, or experiencing an increased call volume. **From 2016 to 2023, the City has annexed 1,319 acres, or approximately 2.1 square miles into the City which includes the eventual construction of over 2,000 residential units. As of the end of 2023, members of the Ormond Beach Fire Department responded to 7517 incidents of which 93 were fire-related (an increase of 14% over 2022); our department provided mutual aid 14 times and automatic aid 464 times (total 478, an increase of 24% over 2022); we received mutual aid 8 times and automatic aid 143 times (total 151, an increase of 125% over 2022). There are currently many new subdivisions and apartment complexes being built in, or adjacent to, the city limits, with much of the new construction being senior-living communities. The call volume continues to rise with no increase in the number of stations or personnel to provide service. Our firefighters expose themselves to many risks associated with emergency responses when protecting lives and property. The equipment requested will help us provide a safer work environment by complying with NFPA 1851 (Standard on Selection, Care and**

Maintenance of PPE) for our department members and those of neighboring agencies surrounding us with which we have mutual/automatic aid agreements and already share many of our resources. We currently have one washer/extractor, with a state grant approved for one more which is in the procurement process; and two recently acquired dryers. This equipment is important for us to continue our goal of providing a safe work environment for our members, members of our surrounding agencies, and ultimately our citizens. We are working to create a safer workplace for our firefighters. We recently purchased 2 new fire trucks that follow the “clean cab” concept in which gear/equipment that has entered an environment containing smoke or products of combustion does not enter the cab of the apparatus. Instead, this gear is stored in compartments on the truck. The new apparatus also houses the SCBA packs in compartments instead of in the seatbacks, which has been the tradition. These efforts help prevent the exposure of our firefighters unnecessarily to carcinogens. Additionally, we do not have an adequate supply of turnout gear to provide all personnel with a backup set. We have begun increasing the purchasing volume of turnout sets and are now on a 5-year replacement schedule from a previous 10-year replacement schedule; however, we are still several years away from all members having a backup set of turnout gear. With the lack of available spare gear, the need to quickly return gear to service is paramount. Currently, we have 1 gear washer shared between 4 stations with one to be acquired through a state grant within the year. We would like to provide a gear washer in all 4 stations to help return crucial sets of turnout gear to service much more quickly. The gear washers will be capable of washing 3 complete sets of turnout gear at a time and complies with the NFPA 1851. We recently acquired 2 gear dryers and would like to equip all 4 stations with gear dryers. The addition of 2 washers and 2 dryers will drastically reduce cleaning times and allow firefighters to return their gear to service much more quickly

reducing the likelihood of firefighters having to redon gear that has been potentially contaminated by carcinogens or bloodborne pathogens.

Community description

Please provide the following additional information about the community your organization serves.

Type of jurisdiction served **City**

What type of community does your organization serve? **Urban**

What is the square mileage of your first due response zone/jurisdiction served? **38**

What percentage of your primary response area is protected by hydrants? **100**

What percentage of your primary response area is for the following:	Percentage (must sum to 100%)
Agriculture, wildland, open space, or undeveloped properties	48
Commercial and industrial purposes	14
Residential purposes	38
Total	100

What is the permanent resident population of your first due response zone/jurisdiction served? **44935**

Do you have a seasonal increase in population? **Yes**

What is your seasonal increase in population (number of people)? **80000**

Please describe your organization and/or community that you serve.

The Ormond Beach Fire Department consists of four stations and 47 career members who are committed to life safety and property preservation. Ormond Beach, which is one of the 16 municipalities in Volusia County, is approximately 38.629 square miles and is

located in the northeast section of the County. The Atlantic Ocean is on our east and Daytona Beach is immediately adjacent to our south. Ormond Beach is approximately 85 miles south of Jacksonville and 60 miles northeast of Orlando. The Halifax River (Intracoastal Waterway) runs the entire length of the City separating the mainland from the peninsula. The City has one fire station on the peninsula and three on the mainland. The year round residential population is approximately 43,080 based upon the 2020 Decennial Census. The University of Florida Bureau of Economic and Business Research (BEBR) estimated out population at 44,935 in April 2023. Over 44% of our year-round population is over 55 years of age (median age is 51); we have over 20,000 residences/housing units; approximately 2,000 businesses (including 450 home occupations); 14 assisted living facilities, 3 of which are 3 stories or more. We have one hospital adjacent to our City limits which is over 10 stories; 23 hotels on our beachside which are 3 stories or more; 7 public schools and 12 private schools which includes daycare/preschool. In summary, we have 75 buildings which are 3 stories or more. The Ormond Beach area supports a myriad of large local events such as Bike Week, Spring Break, NASCAR Speed Weeks (spring and summer), and Biketoberfest in the fall. The spring/summer events combined bring an estimated 1.5 million visitors to the area in addition to the regular tourist population of approximately 7 million a year which increases the service demand for the City's emergency response. The City has many critical structures which must be protected to ensure the health and wellbeing of its citizens and visitors. It operates a water utility, has a water treatment plant, wastewater treatment plant, and lift stations within the City. In addition, the City has a Police Department, a City Hall which houses departments necessary for the continuation of City functions/operations after a major disaster or event; four fire stations, one of which serves as the City's Emergency Operations Center; a municipal airport; and other public works facilities. In addition to the

City's facilities, the City has the FEC Railroad, the Granada Bridge (SR 40) which is the east west thoroughfare from the mainland to the peninsula and is also a hurricane evacuation route. Other hurricane evacuation routes within the City include A1A and I95. The City of Ormond Beach is part of a metropolitan statistical area according to the U.S. Census; therefore, the City is an urban community with suburban development.

Call volume

Summary	2023	2022	2021
Fire - NFIRS Series 100	138	127	122
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	1	2	2
Rescue & Emergency Medical Service Incident - NFIRS Series 300	4686	4526	4447
Hazardous Condition (No Fire) - NFIRS Series 400	133	224	157
Service Call - NFIRS Series 500	1457	1508	1388
Good Intent Call - NFIRS Series 600	635	1263	1299
False Alarm & Falls Call - NFIRS Series 700	451	449	378
Severe Weather & Natural Disaster - NFIRS Series 800	6	3	2
Special Incident Type - NFIRS Series 900	10	18	7
Total	7517	8120	7802

Fire

How many responses per year per category?	2023	2022	2021
"Structure Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 111-120)	48	36	50

How many responses per year per category?	2023	2022	2021
"Vehicle Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 130-138)	14	24	21
"Vegetation Fire" (Of the NFIRS Series 100 calls, NFIRS Codes 140-143)	31	21	22
Total	93	81	93

Total acreage per year	2023	2022	2021
Total acreage of all vegetation fires	1000	33	32

Rescue and emergency medical service incidents

How many responses per year per category?	2023	2022	2021
"Motor Vehicle Accidents" (Of the NFIRS Series 300 calls, NFIRS Codes 322-324)	338	329	353
"Extrications from Vehicles" (Of the NFIRS Series 300 calls, NFIRS Code 352)	2	9	9
"Rescues" (Of the NFIRS Series 300 calls, NFIRS Code 300, 351, 353-381)	74	33	145
EMS-BLS Response Calls	1995	1825	2097
EMS-ALS Response Calls	1141	1288	1035
EMS-BLS Scheduled Transports	0	0	0
EMS-ALS Scheduled Transports	0	0	0
Community Paramedic Response Calls	0	0	0
Total	3550	3484	3639

Mutual and automatic aid

How many responses per year per category?	2023	2022	2021
Amount of times the organization received Mutual Aid	8	1	0
Amount of times the organization received Automatic Aid	143	66	113
Amount of times the organization provided Mutual Aid	14	8	5
Amount of times the organization provided Automatic Aid	464	377	408
Of the Mutual and Automatic Aid responses, amount that were structure fires	35	28	41
Total	664	480	567

Grant request details

Are you requesting a Micro Grant? A Micro Grant is limited to \$75,000 in federal resources. **No**

Grand total: \$37,478.00

Program area: Operations and safety

▼

Activity: Equipment

\$37,478.00

▼

Equipment activity narrative

Narrative

Project Description

We are requesting funding for 2 gear washers/extractors and 2 gear dryers to reduce cleaning times and allow gear back in service sooner and reduce the likelihood of firefighters having to redon contaminated gear. In 2021, we purchased 2 new trucks and have implemented the clean cab concept. Gear that has entered an environment containing smoke/combustion products does not enter the cab, but is stored in truck compartments as are SCBA packs. Not all of our firefighters have a backup set of gear. We have implemented a 5-year replacement schedule, instead of 10-year; but are still several years from all members having a backup set making returning gear to service quickly essential. Currently, one gear washer/extractor is shared by all four of our stations. Additional gear washers/extractors will help us quickly return gear to service and be capable of washing 3 complete sets at once complying with NFPA 1851. Our department has been approved for a state grant to purchase one gear washer/extractor and during the process of requesting that grant, we found pricing of \$7,950.00 per unit which would adequately meet NFPA 1851 objectives and operational needs. We have received the approved state agreement, and are in the procurement process for our

second gear washer/extractor. The total cost for 2 gear washers/extractors, including shipping costs of 1,010.00, would be \$16,910.00. We recently acquired 2 gear dryers and would like to purchase 2 more to provide one at each station. Based on previous purchases, the cost for each dryer would be \$9,459.00, with a total for both, including shipping costs of \$1,650.00, would be \$20,568.00. According to NFPA's report: Firefighter Fatalities in the US in 2021 (August 2022), "The National Institute for Occupational Safety and Health (NIOSH) undertook two large studies focused on firefighter cancer and concluded that firefighters face a 9 percent increase in cancer diagnoses and a 14 percent increase in cancer-related deaths compared to the general population in the U.S." The report stated cancer is considered a significant risk in the fire service and increased attention has been placed on the risks and prevention "through research, education, behavioral changes, and a variety of controls to minimize exposure to contaminants." The report mentioned the IAFF listed 81 firefighter cancer deaths in 2021 and that studies have shown a link between cancer and firefighting. The 2 NIOSH studies reviewed retired and current firefighter cancer

risks/incidents. Generally, results of the first study found evidence of a relationship between firefighting and cancer, and results of the second found a relationship between firefighting, lung cancer and leukemia. Research on firefighter exposure to contaminants/carcinogens continues through federal agencies. In 2018, the CDC was directed to develop/maintain a voluntary registry of firefighters to monitor firefighter incidences of cancer to be linked to data in state cancer registries and available to researchers.

Cost/Benefit

If awarded this grant, our plans for a PPE maintenance program will be complete with two additional gear washers/extractors and two additional gear dryers. Ormond Beach Fire Department has established a program of routine decontamination and cleaning. We are using a third party to conduct annual inspections, advanced cleaning and repairs. These programs have strained our budget making the purchase of additional PPE washers/extractors and gear dryers out of reach. Our goal is to have a washer/extractor and a gear dryer in all four of our stations. This will help us meet NFPA 1851 standards while reducing the amount of time it takes to get firefighters back into their PPE. In addition to our four

fire stations, there are five Volusia County fire stations, two Daytona Beach fire stations and one Holly Hill station. We have automatic aid agreements with each of them and do share resources as needed or when requested as we will do with the gear washers/extractors and gear dryers.

Statement of Effect

If awarded this grant, our Department will benefit significantly by making it easier for our firefighters to decontaminate their gear as needed and get it back into use as quickly as possible. PPE can be washed using our washers/extractors and dried using our gear dryers and returned to their assigned station to complete the drying process. We anticipate a 5-hour turnaround time rather than 24-48 hours (depending on conditions and humidity). We only issue one set of PPE to each firefighter. Reducing turnaround time will get our firefighters back in service with PPE that is custom fit for them. While a second set of PPE for each member is our ultimate goal which we are actively working to achieve, additional washers/extractors combined with additional dryers will greatly enhance the improvements we are making to our PPE program and will allow us to share this equipment with other agencies. We have a turnout gear cleaning program through an approved service

provider (ASP) and have our turnout gear professionally cleaned annually following NFPA 1851. This equipment will further our goal of greatly reducing unnecessary hazards of exposure to carcinogens and bloodborne pathogens to our firefighters. In 1998, the Volusia County Local Mitigation Strategy was established to make Volusia County a more disaster resistant community. Since its inception, the City of Ormond Beach has been an active participant. The State of Florida, Department of Emergency Management, and the Federal Emergency Management Agency (FEMA) requires that Local Mitigation Strategies (LMS) be updated every five years. The Disaster Mitigation Act of 2000 also requires that such plans be updated as it ties the plans to available grant funding and requires active participation from each local jurisdiction in the development and maintenance of a multi-jurisdictional Local Mitigation Strategy to be eligible in the Pre-Disaster Mitigation Program (PDM), Hazard Mitigation Grant Program (HMGP), and Flood Mitigation Assistance Program (FMA). Volusia County LMS Plan Update for 2020, inclusive of the City of Ormond Beach, was approved by the Ormond Beach City Commission on May 12, 2020, with the adoption of Resolution 2020-

45. As of July 30, 2020, the Volusia County LMS Plan Update was approved by FEMA to July 30, 2025.

Cost Items



Item: PPE Washer/Extractor/Dryer \$20,568.00

Description

The PPE gear dryers will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

Quantity	Unit price	Total
2	10284.00	\$20,568.00

Budget class

Equipment

More Details for PPE Washer/Extractor/Dryer.

What is the purpose of this request?

Obtain equipment to achieve minimum operational and deployment standards for existing missions

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the

Yes

organization into voluntary compliance.

Is your department trained in the proper use of the equipment being requested? **Yes**

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding). **No**

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources? **Yes**

Item: PPE Washer/Extractor/Dryer

\$16,910.00

Description

The PPE gear washer/extractors will significantly reduce downtime of PPE due to contamination of carcinogens and will assist in conforming to NFPA 1851 standards.

Quantity	Unit price	Total
2	8455.00	\$16,910.00

Budget class

Equipment

More Details for PPE Washer/Extractor/Dryer.

What is the purpose of this request?

Obtain equipment to achieve minimum operational and deployment standards for existing missions

Will the equipment being requested bring the organization into voluntary compliance with a national standard, e.g. compliance with NFPA, OSHA, etc? In your narrative statement, please explain how this equipment will bring the organization into voluntary compliance.

Yes

Is your department trained in the proper use of the equipment being requested?

Yes

Are you requesting funding to be trained for these item(s)? (Funding for requested training should be requested as additional funding).

No

If you are not requesting training funds through this application, will you obtain training for this equipment through other sources?

Yes

Grant request summary

The table below summarizes the number of items and total cost within each activity you have requested funding for. This table will update as you change the items within your grant request details.

Grant request summary

Activity	Number of items	Total cost
Equipment	2	\$37,478.00
Total	2	\$37,478.00

Is your proposed project limited to one or more of the [following activities](#) ⓘ : Planning and development of policies or processes. Management, administrative, or personnel actions. Classroom-based training. Acquisition of mobile and portable equipment (not involving installation) on or in a building.

No

Please download the EHP Screening form available at <https://www.fema.gov/media-library/assets/documents/90195>. Once you have been awarded the grant and have accepted the award, please complete and send your screening form and attachments to GPDEHPinfo@fema.dhs.gov.

Filename	Date uploaded	Uploaded by	Label	Description	Action

Budget summary

Budget summary

Object class categories	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$37,478.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00

Object class categories	Total
Total direct charges	\$37,478.00
Indirect charges	\$0.00
TOTAL	\$37,478.00
Non-federal resources	
Applicant	\$3,407.09
State	\$0.00
Other sources	\$0.00
Remarks	
Total Federal and Non-federal resources	
Federal resources	\$34,070.91
Non-federal resources	\$3,407.09
TOTAL	\$37,478.00
Program income	\$0.00

Contact information

Did any individual or organization assist with the development, preparation, or review of the application to include drafting or writing the narrative and budget, whether that person, entity, or agent is compensated or not and whether the assistance took place prior to submitting the application?

No

Secondary point of contact

Please provide a secondary point of contact for this grant.

The Authorized Organization Representative (AOR) who submits the application will be identified as the primary point of contact for the grant. Please provide one secondary point of contact for this grant below. The secondary contact can be members of the fire department or organizations applying for the grant that will see the grant through completion, are familiar with the grant

application, and have the authority to make decisions on and to act upon this grant application. The secondary point of contact can also be an individual who assisted with the development, preparation, or review of the application.

MR Nathan Quartier Deputy Fire Chief Nathan.Quartier@orm	Primary phone 3866763270 Work Fax 3866763564	Additional phones 3862903112 Mobile
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Assurance and certifications

OMB number: 4040-0007 Expiration date: 02/28/2025

[View burden statement](#)

SF-424B: Assurances - Non-Construction Programs

OMB Number: 4040-0007

Expiration Date: 02/28/2025

Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as

- amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Certifications regarding lobbying

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OMB number: 4040-0013 Expiration date: 02/28/2025 [View burden statement](#)

SF-LLL: Disclosure of Lobbying Activities

OMB Number: 4040-0013

Expiration Date: 02/28/2025

Complete only if the applicant is required to do so by 44 C.F.R. part 18. Generally disclosure is required when applying for a grant of more than \$100,000 and if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Further, the recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event described in 44 C.F.R. § 18.110(c) that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the applicant.

The applicant is not currently required to submit the SF-LLL.

Notice of funding opportunity

I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible, and can be completed within the award's Period of Performance (POP).

Accuracy of application

I certify that I represent the organization applying for this grant and have reviewed and confirmed the accuracy of all application information submitted. Regardless of intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, enforcement actions taken against an existing award pending investigation or review, or referral to the DHS Office of Inspector General.

Authorized Organizational Representative for the grant

By signing this application, I certify that I understand that inputting my password below signifies that I am the identified Authorized Organization Representative for this grant. Further, I understand that this electronic signature shall bind the organization as if the application were physically signed and filed.

Authorization to submit application on behalf of applicant organization

By signing this application, I certify that I am either an employee or official of the applicant organization and am authorized to submit this application on behalf of my organization; or, if I am not an employee or official of the applicant organization, I certify that the applicant organization is aware I am submitting this application on its behalf, that I have written authorization from the applicant organization to submit this application on their behalf, and that I have provided contact information for an employee or official of the applicant organization in addition to my contact information.



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.D

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-32
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Gardenside (a/k/a Iris) Subdivision, Dedication of Lift Station Deed		
Summary:	The purpose of this item is for the City of Ormond Beach to accept a lift station deed related to the Gardenside, Phase 1 (a/k/a Iris) subdivision. In November of 2009, the City of Ormond Beach entered into an interlocal agreement for the provision of water and sewer services to the Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI). On November 7, 2017, the City Commission approved (1) a master utility plan for the Hunter's Ridge – Flagler County DRI service area, and (2) a retail utility service agreement for Hunter's Ridge DRI Service Area (Flagler County). In a residential subdivision within the City, the lift station parcel would be dedicated on the final plat. However, because the project is located outside the City, it is necessary to obtain the lift station deed separate than the final plat, which is approved by Flagler County. The Gardenside, Phase 1 (a/k/a Iris) subdivision is under construction. The project shall provide a one-year maintenance guarantee as required by the Land Development Code once the utility improvements are accepted by City staff. The lift station is located just outside the Gardenside, Phase 1 (a/k/a Iris) subdivision land area.		
Financial Impact:	There is no direct budget impact as the result this item. The City shall have the maintenance costs associated with the public lift station.		
Citizen Impact:	There is no direct citizen impact. The deed acceptance implements the interlocal agreement in 2009 that identified the City as the utility provider in the Flagler County portion of the Hunter's Ridge DRI.		
Recommended Action (Staff,	Staff recommends approval of the acceptance of the lift station deed for the provision of utility services within the Gardenside, Phase 1 (a/k/a Iris) subdivision located in the Hunter's Ridge – Flagler County DRI.		

Advisory Board and/or Other):	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. 24-32 Gardenside Lift Station Deed (P24-0010G) 2. Warranty Deed - Iris 3. Exhibit A, Liftstation - 220437 ORMOND STATION GARDENSIDE SOD-PHASE 1-LIFT STATION EASEMENT--SOD1-3 (5) 4. Gardenside, Phase 1 (fka as Iris) selected site plan sheets 5. Gardenside (fka Iris) Exhibit 6. Iris Preliminary Plat
Approval:	Kelly McGuire, Finance Director 1/18/2024 Claire Whitley, Assistant City Manager 2/1/2024 Joyce Shanahan, City Manager 2/1/2024

RESOLUTION NO. 2024-32

A RESOLUTION ACCEPTING A WARRANTY DEED FROM US CAPITAL ALLIANCE, LLC, FOR PROPERTY ABUTTING THE “IRIS, PHASE 1” (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY, FOR LIFT STATION PURPOSES; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on or about July 21, 2009, the City of Ormond Beach (“City”) and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter’s Ridge Development of Regional Impact (DRI) that is located in the unincorporated territory of Flagler County (Hunter’s Ridge-Flagler County DRI Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, Pages 2821-2829 in the Public Records of Volusia County, Florida; and

WHEREAS, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and wastewater services to customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter’s Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and wastewater services to the DRI developer and customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, on August 16, 2016, the city commission approved Ordinance 2016-25 establishing the Hunter’s Ridge-Flagler County DRI Water and Sewer Service Area, establishing rates for the provision of water and wastewater services, establishing impact fees for

connection to the City’s utility system, and establishing requirements for connection to the City’s utility system; and

WHEREAS, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter’s Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the “Agreement”) regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter’s Ridge Development of Regional Impact (DRI) Service Area in Flagler County; and

WHEREAS, ADJ Iris, LLC, a Florida limited liability company (“Iris Property Owner”), has purchased the Iris Subdivision from U.S. Capital Alliance, LLC (“Developer”), within the Hunter’s Ridge DRI in Flagler County, that includes an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0160); and

WHEREAS, US Capital Alliance, LLC, is the owner of the land abutting the Iris Subdivision, within the Hunter’s Ridge DRI in Flagler County, that includes an approved site plan authorized by the Ormond Beach Site Plan Review Committee for a lift station to service the Iris Subdivision (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0130); and

WHEREAS, the Iris Property Owner has informed the City that the Iris Subdivision name is planned to be changed from “Iris” to “Gardenside” upon submittal of the final plat; and

WHEREAS, the Iris Property Owner and/or Developer shall be responsible for the cost, of all interconnecting pipelines and associated infrastructure to enable the City to provide the services to the Iris, Phase 1 Subdivision; and

WHEREAS, the Iris Property Owner and/or Developer shall convey to the City all rights, title and interest in and to the water and wastewater infrastructure system together with all easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities, and

WHEREAS, the City agrees that its use of the deed to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

SECTION TWO. The City Commission hereby approves and accepts that Warranty Deed (“Deed”) from US Capital Alliance, LLC, a Florida limited liability company, located on the property (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0130), and abutting the ‘Iris, Phase 1” (a/k/a Gardenside) Subdivision, within the Hunter’s Ridge DRI, being legally described and depicted in the attached Deed, a copy of which is attached hereto and incorporated herein by reference. US Capital Alliance, LLC, shall in accordance with Section 6.5 of the Retail Utility Service Agreement with the City of Ormond Beach, provide or cause to be provided a title policy or attorney’s opinion of title pertaining to the property conveyed.

SECTION THREE. The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed Deed, at the expense of the Developer.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON

Mayor

ATTEST:

SUSAN CARROLL DAUDERIS

City Clerk

THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:

RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Iris, Phase 1 (a/k/a Gardenside) Subdivision,
Flagler County Property Appraiser Parcel Number: 22-14-31-0000-01010-0130

WARRANTY DEED

THIS WARRANTY DEED, is made and executed as of the ____ day of _____, 2024, by **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company, whose post office address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, SC 29464 (hereinafter referred to as the “Grantor”) and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32175 (hereinafter referred to as the “Grantee”);

WITNESSETH, that the Grantor, for and in consideration of the sum of ten (\$10.00) dollars, and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, and the Grantee’s successors and assigns forever, that real property situated, lying and being in Flagler County, Florida, legally described and depicted on Exhibit “A” attached hereto and incorporated by reference, together with all the estate and rights of grantor in the above-described premises.

Grantor covenants as follows:

- (1) That Grantor is lawfully seized of the premises, and that Grantor has the right to convey the premises to Grantee;
- (2) That Grantee shall have quiet possession of the premises;
- (3) That the premises are free from encumbrances;
- (4) That Grantor, will execute or procure any further necessary assurance of the title to the premises; and
- (5) That Grantor will warrant the property conveyed.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

US CAPITAL ALLIANCE, LLC., a Florida limited liability company,

By: Hunter's Ridge Acquisition and Development, LLC., a Delaware limited liability company, its Manager,

By: Hunter's Ridge Manager, LLC., a Delaware limited liability company, its Manager,

By: _____

Glen Fishman, its Manager

Signed, sealed and delivered in
the presence of:

Witness #1

Signature: _____

Print Name: _____

Witness #2

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ by **GLEN FISHMAN**, as Manager of **US CAPITAL ALLIANCE**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Seal]

Notary Public

Print Name: _____

My Commission No: _____

My Commission expires: _____

SKETCH OF DESCRIPTION

LIFT STATION EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDADESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE AIRPORT ROAD AS RECORDED IN MAP BOOK 38, PAGE 55, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE SOUTHERLY MOST CORNER OF PARCEL "A", AS RECORDED IN SAID MAP BOOK 38, PAGE 55; THENCE SOUTH 55°09'15" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 610.36 FEET TO THE POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 63°32'03" AND A CHORD DISTANCE OF 33.69 FEET WHICH BEARS NORTH 23°23'14" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 35.48 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 55°09'54" WEST, A DISTANCE OF 36.69 FEET; THENCE NORTH 34°50'06" WEST, A DISTANCE OF 39.00 FEET; THENCE NORTH 55°09'54" EAST, A DISTANCE OF 40.04 FEET; THENCE SOUTH 34°50'46" EAST, A DISTANCE OF 24.74 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE RIGHT, CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 26°27'58" AND A CHORD DISTANCE OF 14.65 FEET WHICH BEARS SOUTH 21°36'47" EAST: THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 14.78 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,546 SQUARE FEET OR 0.035 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 3 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON **NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD**, WHICH BEARS S55°09'15"E, PER ASSUMED.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

SHEET 1 OF 3
SEE SHEET 2 OF 3 FOR SKETCH
SEE SHEET 3 OF 3 FOR TABLES

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

LIFT STATION EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22,
TOWNSHIP 14 SOUTH,
RANGE 31 EAST
FLAGLER COUNTY, FLORIDA

**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

221 Circle Drive, Maitland, FL 32751

407-426-7979

americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. GLENN TURNER, PSM #5643

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY E. GLENN TURNER PSM #5643 PER FAC 5J-17.062(2)

JOB NO.: 220437	DATE	REVISIONS	TECH
SCALE: 1"= 100'	.	.	.
DRAWN BY: SW	.	.	.
APPROVED BY: EGT	.	.	.
DRAWING FILE #	.	.	.
220437 ORMOND	.	.	.
STATION GARDENSIDE	.	.	.
SOD-PHASE 1-LIFT	.	.	.
STATION	.	.	.

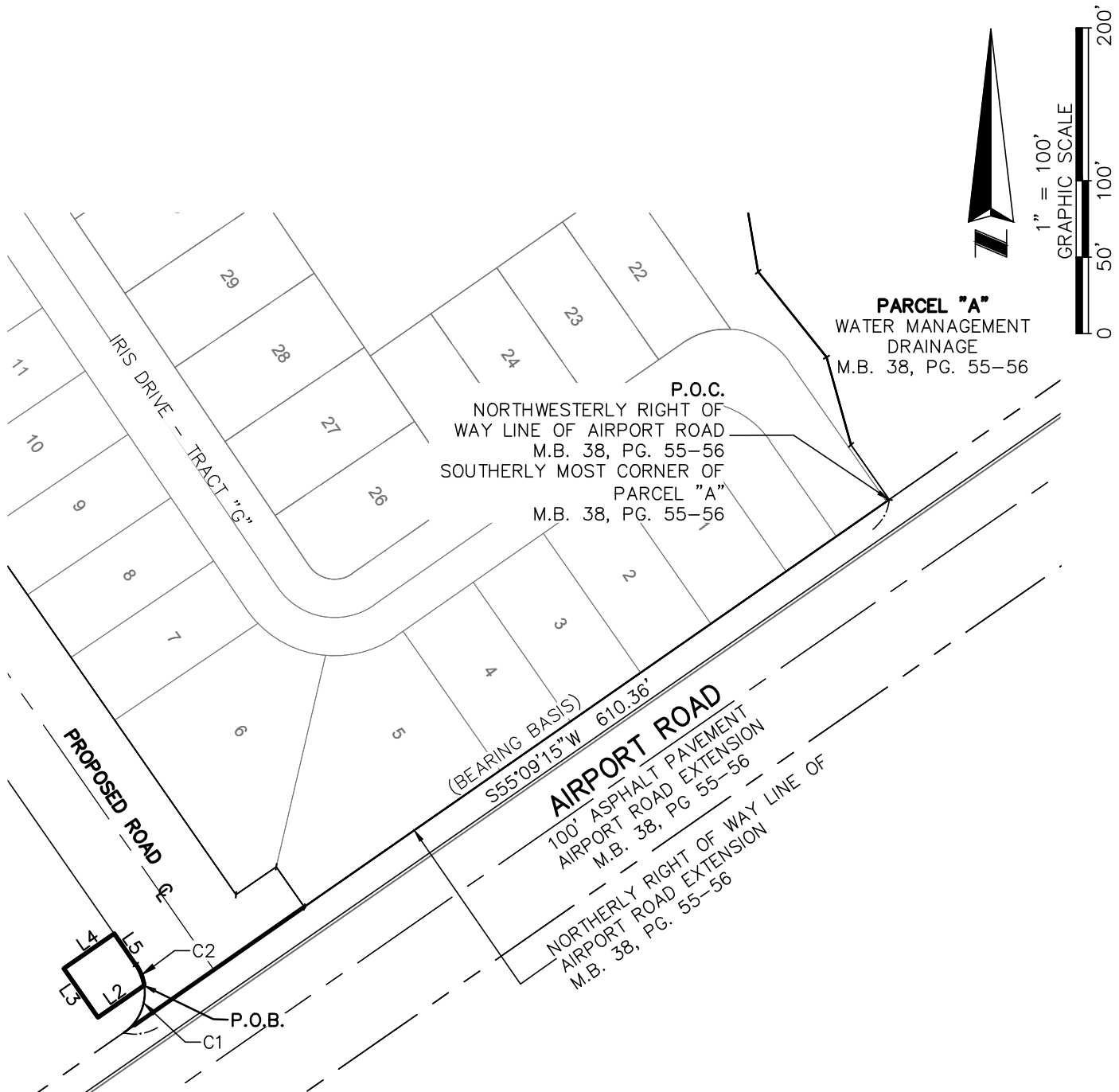
EASEMENT.dwg

Page 2 of 3

SKETCH OF DESCRIPTION

LIFT STATION EASEMENT
PROPOSED IRIS AT HUNTERS RIDGE
A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION



THIS SKETCH IS NOT A SURVEY.

LEGEND AND ABBREVIATIONS

P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
M.B.	MAP BOOK
PG.	PAGE(S)
Ⓒ	CENTERLINE

ASM

AMERICAN
SURVEYING
& MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

SKETCH OF DESCRIPTION

LIFT STATION EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

AREA ABOVE RESERVED FOR RECORDING INFORMATION

LINE TABLE

LINE #	DIRECTION	LENGTH
L2	S55°09'54"W	36.69'
L3	N34°50'06"W	39.00'
L4	N55°09'54"E	40.04'
L5	S34°50'46"E	24.74'

CURVE DATA

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	32.00'	63°32'03"	35.48'	33.69'	N23°23'14"E
C2	32.00'	26°27'58"	14.78'	14.65'	S21°36'47"E

THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 3
SEE SHEET 1 OF 3 FOR DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH

LEGEND AND ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
M.B. MAP BOOK
PG. PAGE(S)
Ⓢ CENTERLINE



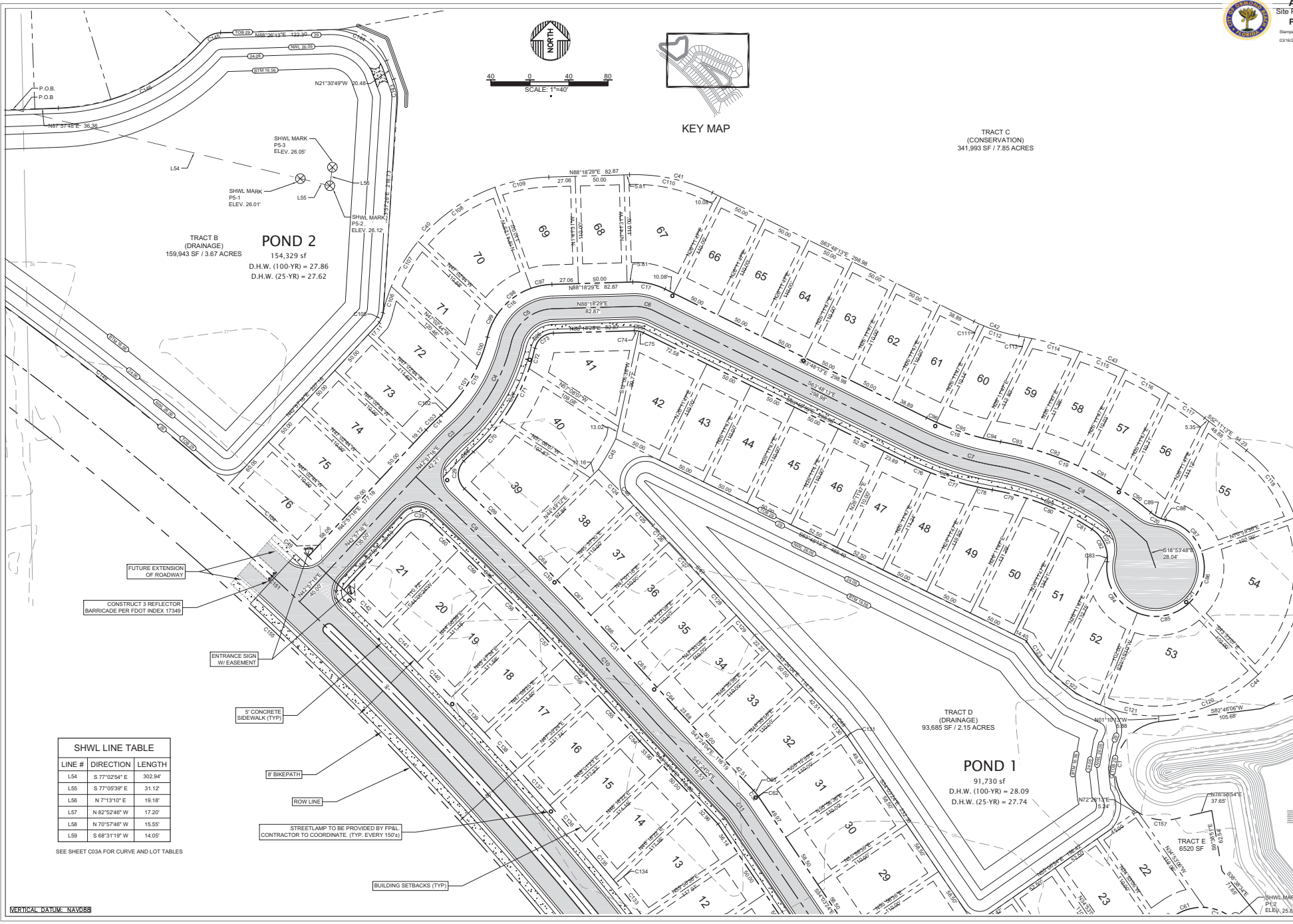
AMERICAN
SURVEYING
& MAPPING INC.

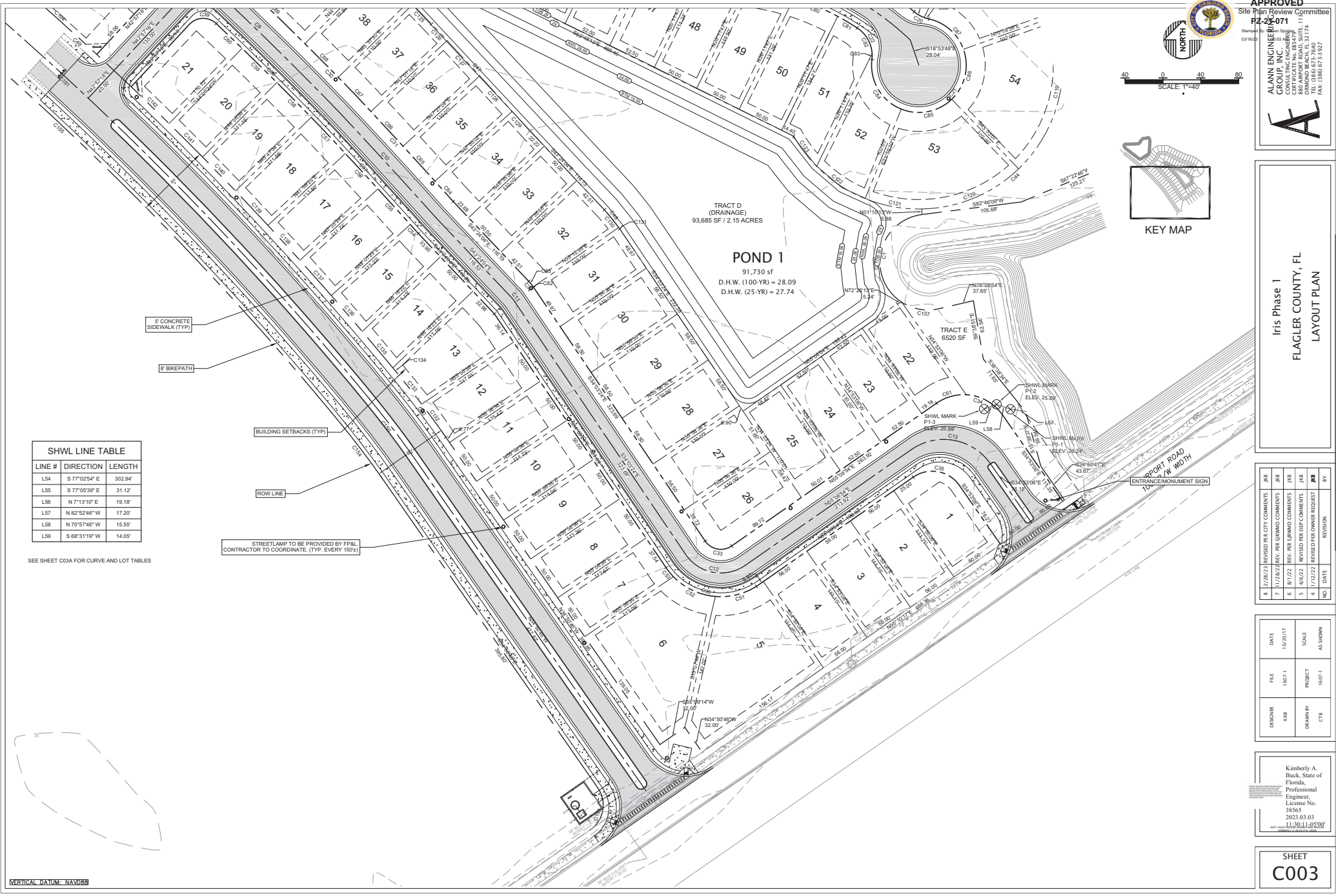
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

NO.	DATE	REVISION	BY
1	1/12/22	REVISED PER CITY COMMENTS	JAB
2	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
3	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
4	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
5	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
6	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
7	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
8	2/28/22	REVISED PER CITY COMMENTS	JAB

DATE	FILE	SCALE	AS SHOWN
1/12/22	1607.1	AS SHOWN	AS SHOWN
DISCOURSE	KAB	PROJECT	PROJECT
1607.1	1607.1	1607.1	1607.1
DRAWN BY	CTB	PROJECT	PROJECT
CTB	1607.1	1607.1	1607.1

Kimberly A. Buck, State of Florida, Professional Engineer, License No. 38565, 2023.03.03, 11-30-10-0500





SHWL LINE TABLE		
LINE #	DIRECTION	LENGTH
L54	S 77°02'54" E	302.94'
L55	S 77°09'39" E	31.12'
L56	N 7°13'10" E	19.18'
L57	N 82°52'48" W	17.20'
L58	N 70°57'48" W	15.55'
L59	S 68°31'19" W	14.05'

SEE SHEET C03A FOR CURVE AND LOT TABLES

5' CONCRETE SIDEWALK (TYP)

8' BIKEPATH

BUILDING SETBACKS (TYP)

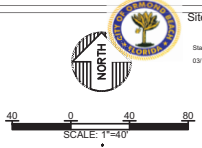
ROW LINE

STREETLAMP TO BE PROVIDED BY FINAL CONTRACTOR TO COORDINATE (TYP. EVERY 150')
CITY OF FLAGLER COUNTY

TRACT D (DRAINAGE)
93,685 SF / 2.15 ACRES

POND 1
91,730 sf
D.H.W. (100-YR) = 28.09
D.H.W. (25-YR) = 27.74

TRACT E
6520 SF



KEY MAP

APPROVED
Site Plan Review Committee
PZ-22-071
Stamp: By: [Signature]
03/16/23

ALANN ENGINEERS
GROUP, INC.
1111
880 ANDERSON ROAD, SUITE 100
FLAGLER COUNTY, FL 32209
TEL: (386) 673-7640
FAX: (386) 673-3927

A

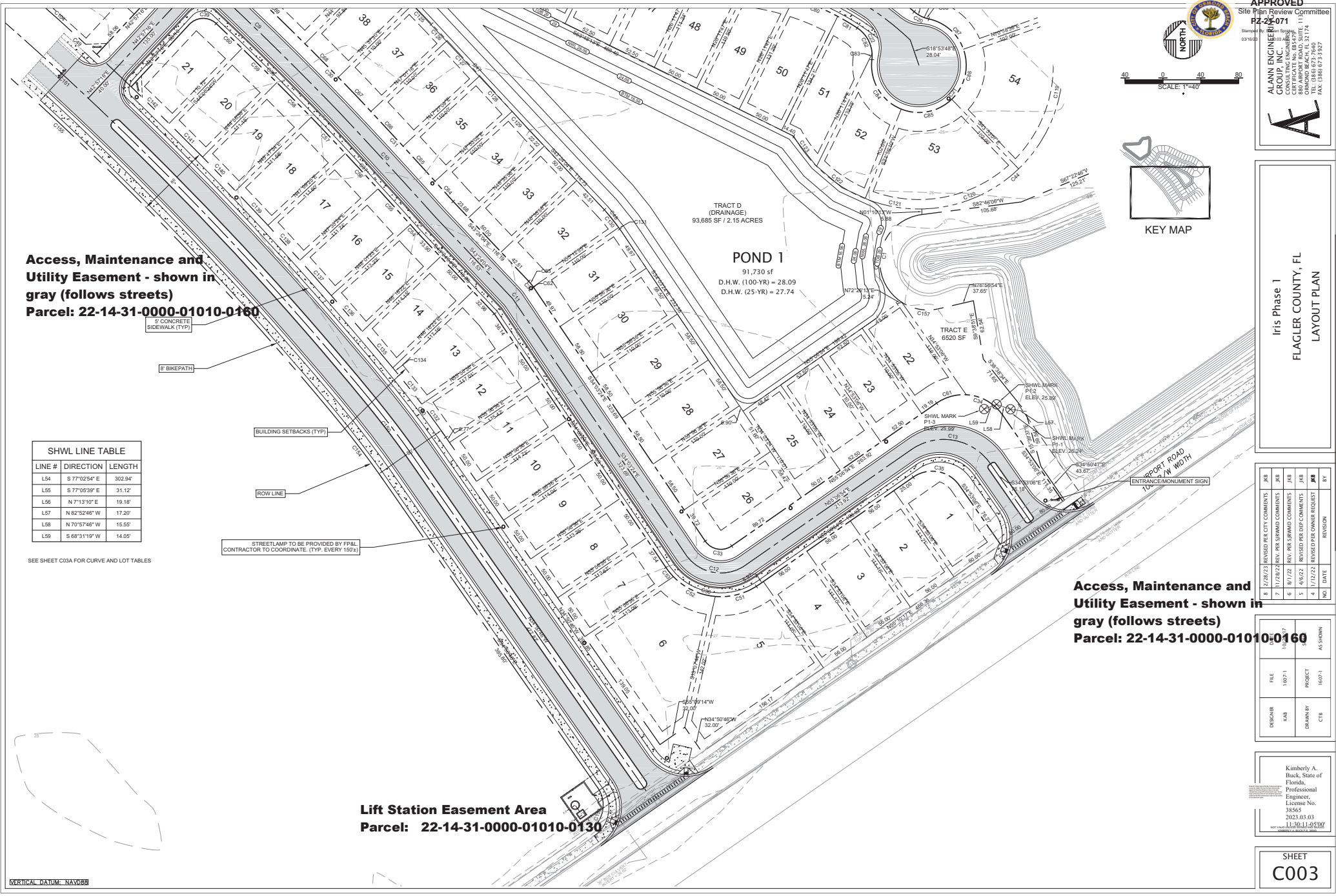
Iris Phase 1
FLAGLER COUNTY, FL
LAYOUT PLAN

NO.	DATE	REVISION
1	1/12/22	REVISED PER CITY COMMENTS
2	2/28/22	REVISED PER CITY COMMENTS
3	3/1/22	REV. PER SURPAD COMMENTS
4	4/6/22	REVISED PER CITY COMMENTS
5	4/6/22	REVISED PER CITY COMMENTS
6	1/12/22	REVISED PER OWNER REQUEST

DISCNR	FILE	DATE	SCALE
KAB	1607-1	1/2/2017	AS SHOWN
DESIGNER	PROJECT	DRAWN BY	BY
CTB	1607-1		

Kimberly A. Buck, State of Florida, Professional Engineer, License No. 38565
2023.03.03
11:30:11-0500

SHEET
C003



**Access, Maintenance and
Utility Easement - shown in
gray (follows streets)**
Parcel: 22-14-31-0000-01010-0160

SHWL LINE TABLE		
LINE #	DIRECTION	LENGTH
L54	S 77°02'54" E	302.94'
L55	S 77°09'39" E	31.12'
L56	N 7°13'10" E	19.18'
L57	N 82°52'40" W	17.20'
L58	N 70°57'40" W	15.55'
L59	S 68°31'19" W	14.05'

SEE SHEET C03A FOR CURVE AND LOT TABLES

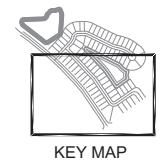
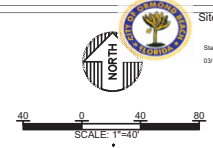
BUILDING SETBACKS (TYP)

ROW LINE

STREETLAMP TO BE PROVIDED BY FINAL
CONTRACTOR TO COORDINATE (TYP. EVERY 150')

Lift Station Easement Area
Parcel: 22-14-31-0000-01010-0130

**Access, Maintenance and
Utility Easement - shown in
gray (follows streets)**
Parcel: 22-14-31-0000-01010-0160



APPROVED

Site Plan Review Committee
PZ-22-071

Stamped By: [Signature]
03/16/23

ALANN ENGINEERS
GROUP, INC.

Professional Engineer
Certificate No. 85476
880 ANDERSON ROAD, SUITE 111
FLORHAM PARK, NJ 07632
TEL: (940) 673-7640
FAX: (940) 673-9327

Iris Phase 1
FLAGLER COUNTY, FL
LAYOUT PLAN

JOB	DATE	REVISION
1	2/28/22	REVISED PER CITY COMMENTS
2	3/13/22	REV. PER SURVAD COMMENTS
3	4/1/22	REV. PER SURVAD COMMENTS
4	4/6/22	REVISED PER CITY COMMENTS
5	1/12/22	REVISED PER OWNER REQUEST

FILE	PROJECT
1607-1	1607-1

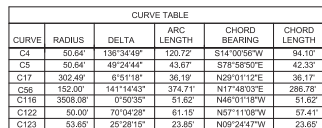
DISCARD	KAS	DRAWN BY	CTB

Kimberly A. Buck, State of Florida, Professional Engineer, License No. 38565, 2023.03.03, 11:30:11-0500

SHEET
C003

 **CARAHAN PROCTOR CROSS, INC.**
CONSULTING ENGINEERS SURVEYORS PLANNERS
CERTIFICATION NO. LB 2936
814 South Military Trail, Deerfield Beach, FL 33442
PHONE: (954)972-3959 FAX: (954)972-4178
www.carahan-proctor.com

PLAT BOOK _____ PAGE _____
SHEET 2 OF 4



LINE TABLE		
L3	N35°43'32"E	4.14'
L18	N22°08'55"W	20.48'

TRACT "A"
(FUTURE DEVELOPMENT)
(1.400.715.57 S.F. /32.16 ACRES +/-)

LEGEND AND ABBREVIATIONS

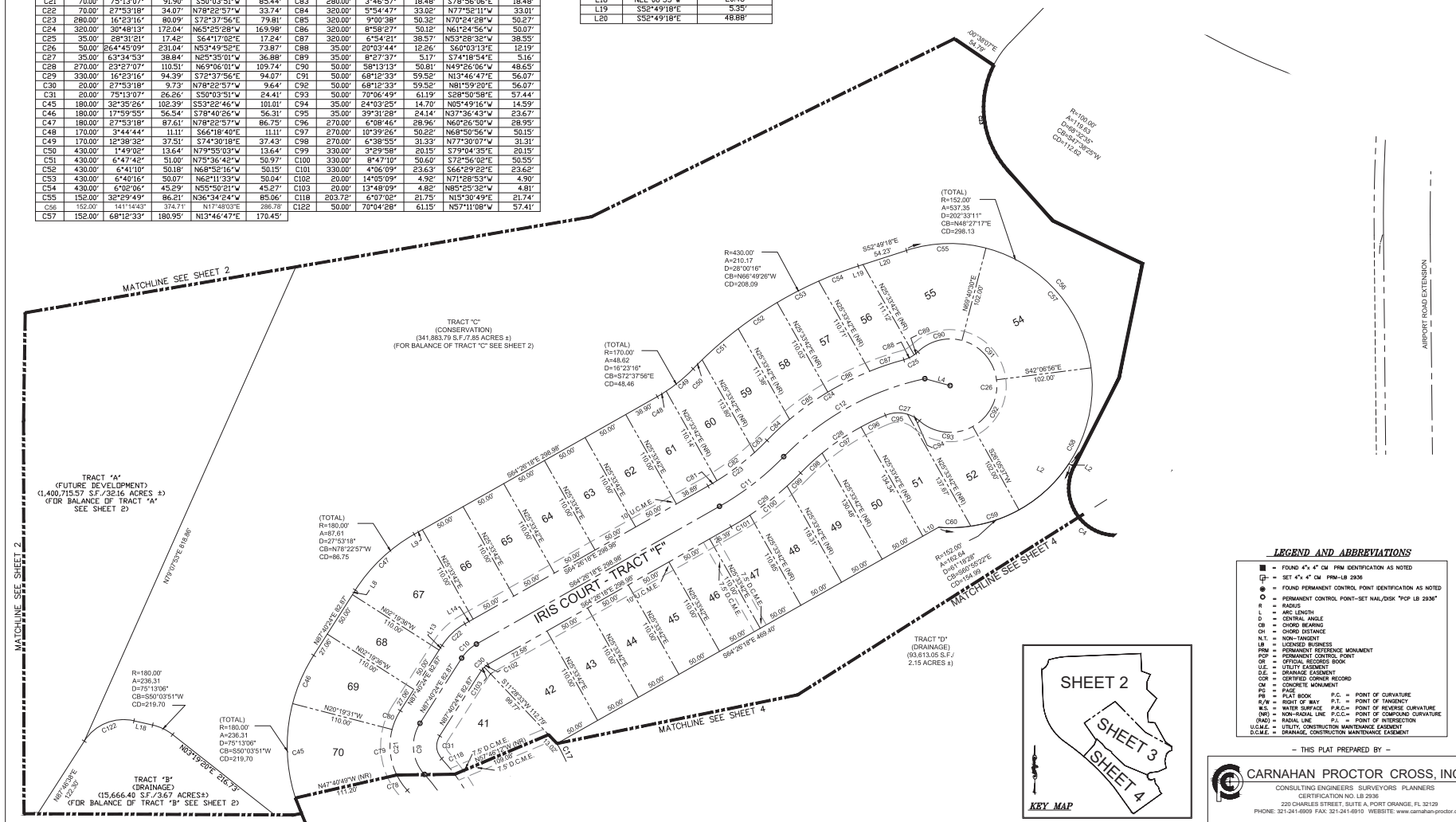
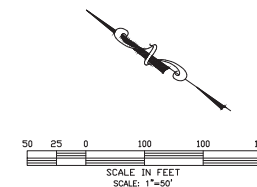
- = FOUND 4", 4" DIM. POINT IDENTIFICATION AS NOTED
 SET 4' x 4' OF CPM-1B 2336
 ○ = FOUND PERMANENT CONTROL POINT IDENTIFICATION AS NOTED
 ○ = PERMANENT CONTROL POINT-SET NAIL/ODK "POP LB 2393"
 L = LENGTH
 R = RADIUS
 C = CENTER
 C.A. = CENTRAL ANGLE
 CH = CHORD BEARING
 CO = CHORD DISTANCE
 N.T. = NON-TANGENT
 L.C. = LUGGING
 P.M. = PERMANENT REFERENCE MONUMENT
 P.O.P. = PERMANENT CONTROL POINT
 O.R. = OFFICIAL RECORD BOOK
 U.C. = UTILITY EASEMENT
 D.E. = DRAINAGE EASEMENT
 C.R. = CERTIFIED CORNER RECORD
 C.M. = CONCRETE MONUMENT
 P.D. = PAGE
 P.L. = PLAT BOOK
 P.C. = POINT OF CURVATURE
 P.T. = POINT OF TANGENCY
 P.O.B. = POINT OF BEGINNING
 P.O.V. = POINT OF VERTICAL CURVATURE
 (N.B.) = NON-RADIAL LINE P.C.D. = POINT OF COMPOUND CURVATURE
 D.S. = DRAINAGE SEWER
 U.C.M.E. = UTILITY, CONSTRUCTION MAINTENANCE EASEMENT

- THIS PLAT PREPARED BY -



PLAT BOOK _____ PAGE _____
SHEET 3 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°18'48"E	37.65'
L2	N07°41'39"W	5.91'
L3	N35°43'32"E	4.14'
L4	S19°31'54"E	28.04'
L8	N87°40'24"E	5.81'
L9	S64°26'18"E	10.08'
L10	N64°26'18"W	19.40'
L13	N87°40'24"E	5.81'
L14	S64°26'18"E	10.08'
L18	N22°08'55"W	20.48'
L19	S52°49'18"E	5.35'
L20	S52°49'18"E	48.88'

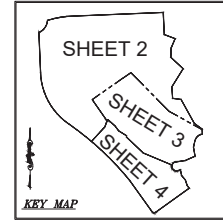
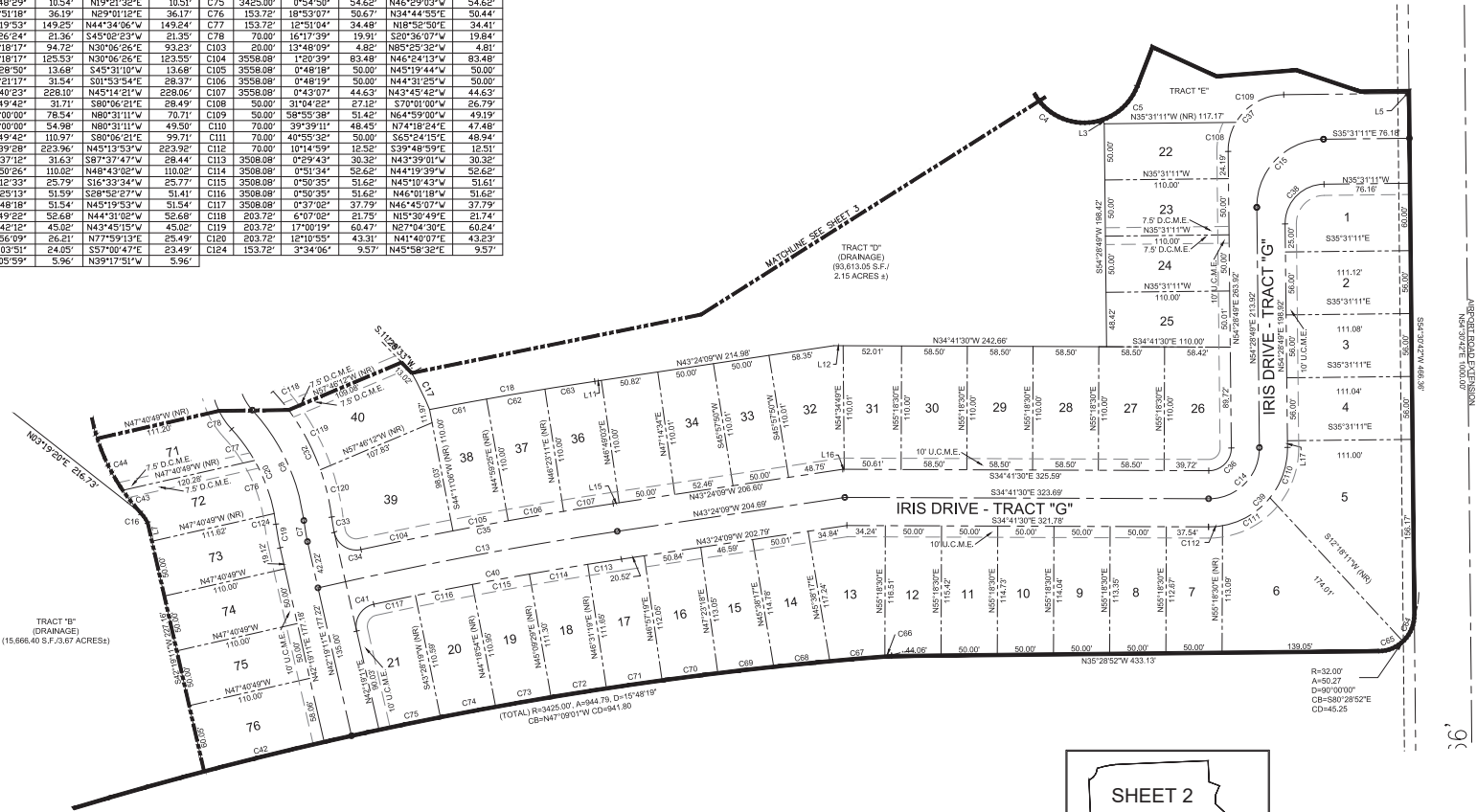
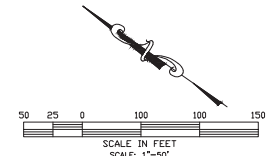


PLAT OF
IRIS AT HUNTER'S RIDGE
A PORTION OF SECTIONS 21 & 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 4

CURVE					CURVE				
CURVE	RADIUS	DELTA	ARC LENGTH	CHORD BEARING	CHORD LENGTH	CURVE	RADIUS	DELTA	ARC LENGTH
C1	50.64'	185°59'33"	164.35'	S10°41'26"E	101.14'	C67	3425.00'	0°49'22"	49.18'
C4	50.64'	136°34'49"	120.72'	S14°00'56"W	94.10'	C68	3425.00'	0°50'18"	50.11'
C5	50.64'	49°24'44"	43.67'	S78°58'50"E	42.33'	C69	3425.00'	0°50'17"	50.10'
C7	230.00'	5°26'24"	18.99'	S43°06'23"W	18.98'	C70	3425.00'	0°50'10"	49.99'
C8	178.72'	35°18'17"	110.13'	N30°06'26"E	108.39'	C71	3425.00'	0°50'10"	49.99'
C13	3533.08'	4°23'44"	271.04'	N45°36'01"W	270.98'	C72	3425.00'	0°50'09"	49.97'
C14	45.00'	90°49'42"	71.34'	S80°06'21"E	64.10'	C73	3425.00'	0°50'10"	49.98'
C15	60.00'	90°00'00"	94.25'	N80°31'11"W	84.85'	C74	3425.00'	0°50'10"	49.99'
C16	43.72'	13°48'29"	10.54'	N19°21'32"E	10.51'	C75	3425.00'	0°54'50"	54.62'
C17	302.49'	6°51'18"	36.19'	N29°01'12"E	36.17'	C76	153.72'	18°53'07"	50.67'
C18	3668.08'	2°19'53"	149.25'	N44°34'06"W	149.24'	C77	153.72'	12°51'04"	34.48'
C19	325.00'	5°26'24"	21.36'	S45°08'23"W	21.35'	C78	70.00'	16°17'39"	19.91'
C20	153.72'	35°18'17"	94.72'	N30°06'26"E	93.23'	C103	20.00'	13°48'09"	4.82'
C32	203.72'	35°18'17"	125.53'	N30°06'26"E	123.55'	C104	3558.08'	1°20'39"	83.48'
C33	175.00'	4°28'50"	13.68'	S45°31'07"W	13.68'	C105	3558.08'	0°48'18"	50.00'
C34	30.00'	90°21'17"	31.54'	S01°53'54"E	28.97'	C106	3558.08'	0°48'19"	50.00'
C35	3558.08'	3°40'23"	228.10'	N45°14'21"W	228.06'	C107	3558.08'	0°43'07"	44.63'
C36	20.00'	90°49'42"	31.71'	S80°06'21"E	28.49'	C108	50.00'	31°04'22"	27.12'
C37	30.00'	90°00'00"	78.54'	N80°31'11"W	70.71'	C109	50.00'	38°55'38"	51.42'
C38	35.00'	90°00'00"	54.98'	N80°31'11"W	49.50'	C110	70.00'	39°39'11"	48.45'
C39	70.00'	90°49'42"	110.97'	S80°06'21"E	99.71'	C111	70.00'	40°55'32"	50.00'
C40	3508.08'	3°39'28"	223.96'	N45°13'53"W	223.92'	C112	70.00'	10°14'59"	12.52'
C41	20.00'	90°21'17"	31.54'	S01°53'54"E	28.97'	C113	3508.08'	0°29'43"	37.79'
C42	3425.00'	1°50'26"	110.02'	N48°43'02"W	110.02'	C114	3508.08'	0°51'34"	52.62'
C43	180.00'	8°12'33"	25.79'	S16°33'34"W	25.77'	C115	3508.08'	0°50'35"	51.62'
C44	180.00'	16°23'13"	51.59'	S28°32'27"W	51.41'	C116	3508.08'	0°50'35"	51.62'
C51	3668.08'	0°48'18"	51.34'	N45°19'53"W	51.34'	C117	3508.08'	0°23'02"	37.79'
C62	3668.08'	0°49'22"	52.68'	N44°31'02"W	52.68'	C118	203.72'	6°07'02"	21.75'
C63	3668.08'	0°42'12"	45.02'	N43°45'15"W	45.02'	C119	203.72'	17°00'19"	60.47'
C64	32.00'	46°56'09"	56.21'	N47°59'13"E	25.49'	C120	203.72'	12°10'55"	43.31'
C65	32.00'	45°03'51"	54.05'	S57°00'47"E	23.49'	C124	153.72'	3°34'06"	9.57'
C66	3425.00'	0°05'59"	5.96'	N39°17'51"W	5.96'				

LINE TABLE		
LINE	BEARING	LENGTH
L1	N76°18'48"E	37.85'
L3	N35°43'32"E	4.14'
L5	S54°31'08"W	2.19'
L7	N42°19'11"E	17.11'
L11	N43°24'09"W	5.81'
L12	S34°41'30"E	8.25'
L15	N43°24'09"W	5.38'
L16	S34°41'30"E	12.27'
L17	S54°28'49"W	5.92'



- THIS PLAT PREPARED BY -
CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
CERTIFICATION NO. LB 2936
220 CHARLES STREET, SUITE A PORT ORANGE, FL 32129
PHONE: 321-941-8800 FAX: 321-941-8810 WEBSITE: www.carnahan-proctor.com



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.E

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-33
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Gardenside (a/k/a Iris) Subdivision, US Capital Alliance Roadway Easement Acceptance		
Summary:	The purpose of this item is for the City of Ormond Beach to accept an easement for water and sewer facilities associated with the Gardenside, Phase 1 (a/k/a Iris) subdivision. This roadway is designed to serve as an access road into the Gardenside and other subdivisions. In November of 2009, the City of Ormond Beach entered into an interlocal agreement for the provision of water and sewer services to the Flagler County portion of the Hunter's Ridge Development of Regional Impact (DRI). On November 7, 2017, the City Commission approved (1) a master utility plan for the Hunter's Ridge – Flagler County DRI service area, and (2) a retail utility service agreement for Hunter's Ridge DRI Service Area (Flagler County). In a residential subdivision within the City, these easements would be dedicated on the final plat. However, because the project is located outside the City, it is necessary to obtain the water and sewer easements separate than the final plat, which is approved by Flagler County. The Gardenside, Phase 1 (a/k/a Iris) subdivision is under construction. The project shall provide a one-year maintenance guarantee as required by the Land Development Code once the utility improvements are accepted by City staff.		
Financial Impact:	There is no direct budget impact as the result of this item. The City shall have the maintenance costs associated with the water and sewer lines installed within the subdivision.		
Citizen Impact:	There is no direct citizen impact. The easement acceptance implements the interlocal agreement in 2009 that identified the City as the utility provider in the Flagler County portion of the Hunter's Ridge DRI.		

Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the acceptance of an access, maintenance, and utility easement for the master roadway for the provision of utility services just outside the Gardenside, Phase 1 (a/k/a Iris) subdivision located in the Hunter's Ridge – Flagler County DRI.	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-33 Gardenside Roadway Easement (P24-0010G) 2. Gardenside, Phase 1, Roadway Easement 3. Exhibit A, Iris Preliminary Plat 4. Exhibit B, Roadway Easement 5. Gardenside, Phase 1 (fka as Iris) selected site plan sheets	
Approval:	Kelly McGuire, Finance Director 2/23/2024 Claire Whitley, Assistant City Manager 2/23/2024 Joyce Shanahan, City Manager 2/29/2024	

RESOLUTION NO. 2024-33

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN ACCESS, MAINTENANCE AND UTILITY EASEMENT FROM US CAPITAL ALLIANCE, LLC, LOCATED ON PROPERTY ABUTTING THE “IRIS, PHASE 1” (A/K/A GARDENSIDE) SUBDIVISION, A PORTION OF THE HUNTER’S RIDGE DEVELOPMENT OF REGIONAL IMPACT LOCATED IN FLAGLER COUNTY; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, on or about July 21, 2009, the City of Ormond Beach (“City”) and Flagler County entered into an interlocal agreement for the provision by the City of water and wastewater services to that portion of the Hunter’s Ridge Development of Regional Impact (DRI) that is located in the unincorporated territory of Flagler County (Hunter’s Ridge-Flagler County DRI Service Area), said interlocal agreement having been amended on November 16, 2009, and recorded at Book 6421, Pages 2821-2829 in the Public Records of Volusia County, Florida; and

WHEREAS, the interlocal agreement provides that the City shall be the sole and exclusive provider of retail water and wastewater services to customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, section 3 of the interlocal agreement authorizes the City to enter into a utility services agreement with the Hunter’s Ridge DRI developer regarding the construction of interconnecting pipelines and associated infrastructure, including the conveyance of same together with all necessary easements to enable the City to provide retail water and wastewater services to the DRI developer and customers in the Hunter’s Ridge-Flagler County DRI Service Area; and

WHEREAS, on August 16, 2016, the city commission approved Ordinance 2016-25 establishing the Hunter’s Ridge-Flagler County DRI Water and Sewer Service Area, establishing rates for the provision of water and wastewater services, establishing impact fees for

connection to the City’s utility system, and establishing requirements for connection to the City’s utility system; and

WHEREAS, by Resolution 2017-216 the City Commission authorized and directed the execution of a Master Utility Plan and a Retail Utility Service Agreement for the Hunter’s Ridge Development of Regional Impact (DRI) Service Area (Flagler County) (the “Agreement”) regarding the construction and installation of a water distribution system and wastewater collection system for the Hunter’s Ridge Development of Regional Impact (DRI) Service Area in Flagler County; and

WHEREAS, ADJ Iris, LLC, a Florida limited liability company (“Iris Property Owner”), has purchased the Iris Subdivision from U.S. Capital Alliance, LLC (“Developer”), within the Hunter’s Ridge DRI in Flagler County, that includes an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utility connections (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0160); and

WHEREAS, US Capital Alliance, LLC, is the owner of the land abutting the Iris Subdivision, within the Hunter’s Ridge DRI in Flagler County, that includes an approved site plan authorized by the Ormond Beach Site Plan Review Committee for utilities to service the Iris Subdivision (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0130); and

WHEREAS, the Iris Property Owner has informed the City that the Iris Subdivision name is planned to be changed from “Iris” to “Gardenside” upon submittal of the final plat; and

WHEREAS, the Iris Property Owner and/or Developer shall be responsible for the cost, of all interconnecting pipelines and associated infrastructure to enable the City to provide the services to the Iris, Phase 1 Subdivision; and

WHEREAS, the Iris Property Owner and/or Developer shall convey to the City all rights, title and interest in and to the water and wastewater infrastructure system together with all easements or other public dedications that are necessary for the City to own, maintain, repair, and operate the water and wastewater facilities, and

WHEREAS, the City agrees that its use of the easement to be granted, dedicated and/or conveyed shall be utilized for the purposes described in the Agreement, now therefore,

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

SECTION ONE. The foregoing recitals are incorporated herein by reference and adopted as legislative findings in support of the matters set forth in this Resolution and made a part thereof.

SECTION TWO. The City Commission hereby approves and accepts an Access, Maintenance and Utility Easement (“Easement”) from US Capital Alliance, LLC, a Florida limited liability company, to permit the City of Ormond Beach access to maintain the water and wastewater system located on the property (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0130), abutting the ‘Iris, Phase 1’ (a/k/a Gardenside) Subdivision, a portion of the Hunter’s Ridge DRI, being legally described and depicted in the attached Easement, a copy of which is attached hereto and incorporated herein by reference. US Capital Alliance, LLC, shall in accordance with Section 6.5 of the Retail Utility Service Agreement with the City of Ormond Beach, provide or cause to be provided a title policy or attorney’s opinion of title pertaining to the property conveyed.

SECTION THREE. The City Clerk is hereby directed to record in the public records of Flagler County and Volusia County, Florida, a certified copy of this Resolution, and the executed original Easement, at the expense of the Developer.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

RANDAL A. HAYES, ESQUIRE
Florida Bar No. 747157
173 South Beach Street
Post Office Box 277
Ormond Beach, FL 32175
Location: Iris, Phase 1 (a/k/a Gardenside) Subdivision,
Flagler County Property Appraiser Parcel Number: 22-14-31-0000-01010-0130

ACCESS, MAINTENANCE AND UTILITY EASEMENT

THIS ACCESS, MAINTENANCE AND UTILITY EASEMENT ("Easement") is made and entered into as of the _____ day of _____, _____ by and between **US CAPITAL ALLIANCE, LLC**, a Florida limited liability company, whose post office address is 111 Coleman Boulevard, Suite 400, Mount Pleasant, SC 29464 ("Grantor") and the **CITY OF ORMOND BEACH**, A Florida municipal corporation, and its successors and assigns, whose mailing address is Post Office Box 277, Ormond Beach, Volusia County, Florida 32175 ("Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property (Flagler County Property Appraiser parcel number: 22-14-31-0000-01010-0130) ("Property"), which abuts the "Iris, Phase 1" (a/k/a Gardenside) Subdivision, a portion of the Hunter's Ridge Development of Regional Impact ("DRI"), located in Flagler County, Florida and Volusia County, Florida. The "Iris, Phase 1" Subdivision is more particularly described in Exhibit "A", attached hereto and incorporated herein (the "Iris Property"); and

WHEREAS, Grantor is developing the Property abutting the Iris Property, subject to the authority of the County of Flagler; and

WHEREAS, Grantor is permitted to initiate certain improvements on the Property, including utilities to service the Iris Property, prior to the recording of a plat; and

WHEREAS, the Iris Property is within Grantee's utility service area and the Grantee is therefore the provider of potable water and sewer services to the Iris Property; and

WHEREAS, the Grantee has requested, and Grantor has agreed to grant and convey to the Grantee a non-exclusive perpetual access, maintenance, and utility easement over a portion of the Property more particularly described and depicted on Exhibit "B", attached hereto and by incorporated herein (the "Easement Area");

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. The above recitals are true and correct, form a material part of this Easement Agreement and are incorporated herein by reference.

Section 2. Grantor hereby gives, grants, bargains, sells and conveys to the Grantee, its successors and assigns, a non-exclusive perpetual access, maintenance, and utility easement over, upon, beneath and across the Easement Area in order to utilize the Easement Area for the provision of potable water and sewer services to the Property. This includes the right of installation, maintenance and repair or modification of any and all necessary facilities or equipment related thereto.

Section 3. Grantor hereby warrants and guarantees to the Grantee that the Grantor has fee title to the Property and Easement Area, subject to easements, reservations, restrictions and right-of-way previously recorded, if any, and that the Grantor has the full power and authority to grant this easement as to the Easement Area.

Section 4. Grantee's use of the Easement Area shall be subject to the terms, conditions and limitations of all permits and approvals issued by governmental entities having jurisdiction over the improvements to be constructed in the Easement Area.

Section 5. This Easement is non-exclusive, and the Grantor reserves to itself, its successors and assigns, the non-exclusive right to use the Easement Area. Each party shall use the rights granted and reserved by this Easement Agreement with due regard to the rights of the other parties to use and enjoy the Easement Area.

Section 6. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefits and burdens hereof shall run with the Property.

Section 7. This Easement may be modified or amended only upon the mutual written consent of the Grantor and the Grantee, or their respective express successors and assigns.

Section 8. As this Easement deals with property in Flagler County and a jurisdiction located within Volusia County, Grantee shall record this easement at the Grantor's expense, upon execution, in the Public Records of Flagler County, Florida. Grantee shall then record the recorded copy, with the recording information provided by the Clerk of the Flagler County Courts, into the public record of Volusia County, Florida, at the Grantor's expense.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed as of the date listed below.

Dated: _____

US CAPITAL ALLIANCE, LLC., a Florida limited liability company,

By: Hunter's Ridge Acquisition and Development, LLC., a Delaware limited liability company, its Manager,

By: Hunter's Ridge Manager, LLC., a Delaware limited liability company, its Manager,

By: _____

Glen Fishman, its Manager

Signed, sealed and delivered in the presence of:

Witness #1

Signature: _____

Print Name: _____

Witness #2

Signature: _____

Print Name: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____ by **GLEN FISHMAN**, as Manager of **US CAPITAL ALLIANCE**, a Florida limited liability company, who is personally known to me or has produced _____ as identification.

[Seal]

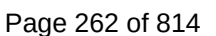
Notary Public

Print Name: _____

My Commission No: _____

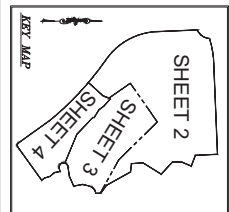
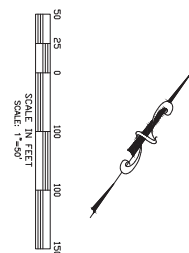
My Commission expires: _____

[illegible][illegible]



PLAT BOOK _____ PAGE _____
 SHEET 3 OF 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 6°18'49"E	37.65'
L2	N 07°41'39"W	5.91'
L3	N 55°43'32"E	41.4'
L4	S19°31'54"E	28.04'
L5	N 08°40'24"E	5.81'
L6	S 54°56'18"E	10.88'
L7	N 6°42'26"W	19.40'
L8	N 87°40'28"E	5.81'
L9	S 54°26'18"E	10.08'
L10	N 62°08'53"W	20.48'
L11	S 52°49'18"E	3.35'
L12	S 52°49'18"E	48.88'



 **CARAHAN PROCTOR CROSS, INC.**
CONSULTING ENGINEERS SURVEYORS PLANNERS
CERTIFICATION NO. LB 2096
220 CHALKS STREET, SUITE A PORT ORANGE, FL 32129
PHONE: 321.241-0500 FAX: 321.241-0690 WEBSITE: www.carahanproctor.com

[illegible]

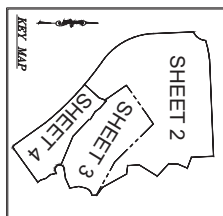
EXHIBIT "A"
Page 4 of 4

PLAT OF
IRIS AT HUNTER'S RIDGE
A PORTION OF SECTIONS 21 & 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST
FLAGER COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____
SHEET 4 OF 4

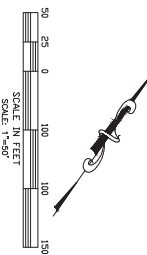
LINE TABLE		
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L3	N54°21'11"E	5.17
L4	N54°21'11"E	5.17
L5	N54°21'09"W	5.38
L6	N54°21'09"W	5.38
L7	N54°21'09"W	5.38

CURVE			CURVE		
CHORD	BAVING	CHORD	CHORD	BAVING	CHORD
C1	56.64'	180°59'33"	C10	101.4'	346.00'
C2	56.64'	180°59'33"	C11	101.4'	346.00'
C3	56.64'	180°59'33"	C12	101.4'	346.00'
C4	56.64'	180°59'33"	C13	101.4'	346.00'
C5	56.64'	180°59'33"	C14	101.4'	346.00'
C6	56.64'	180°59'33"	C15	101.4'	346.00'
C7	56.64'	180°59'33"	C16	101.4'	346.00'
C8	56.64'	180°59'33"	C17	101.4'	346.00'
C9	56.64'	180°59'33"	C18	101.4'	346.00'
C10	56.64'	180°59'33"	C19	101.4'	346.00'
C20	56.64'	180°59'33"	C20	56.64'	180°59'33"



CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS, SURVEYORS & PLANNERS
1200 SOUTH 10TH AVE., SUITE 100
TALLAHASSEE, FLORIDA 32304-1000
PHONE: 904.241.0000 FAX: 904.241.0001 WEBSITE: WWW.CARNAHANPROCTOR.COM

- THIS PLAT PREPARED BY -



SKETCH OF DESCRIPTION

ACCESS EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

EXHIBIT "B"

Page 1 of 3

DESCRIPTION

AREA ABOVE RESERVED FOR RECORDING INFORMATION

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT A POINT AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT OF WAY LINE OF THE AIRPORT ROAD AS RECORDED IN MAP BOOK 38, PAGE 55, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA AND THE SOUTHERLY MOST CORNER OF PARCEL "A", AS RECORDED IN SAID MAP BOOK 38, PAGE 55; THENCE SOUTH 55°09'15" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 466.36 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 55°09'15" WEST ALONG SAID LINE A DISTANCE OF 144.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE LEFT, CONCAVE WESTERLY, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 90°00'01" AND A CHORD DISTANCE OF 45.25 FEET WHICH BEARS NORTH 10°09'15" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 50.27 FEET; THENCE NORTH 34°50'46" WEST, A DISTANCE OF 395.85 FEET TO A POINT OF CURVATURE WITH A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 04°30'51" AND A CHORD DISTANCE OF 75.62 FEET WHICH BEARS NORTH 37°06'11" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 75.64 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE LEFT, HAVING A RADIUS OF 3,345.00 FEET, A CENTRAL ANGLE OF 08°36'33" AND A CHORD DISTANCE OF 502.14 FEET, WHICH BEARS NORTH 43°39'54" WEST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 502.62 FEET; THENCE NORTH 42°01'50" EAST, A DISTANCE OF 80.00 FEET TO A POINT OF NON-TANGENCY WITH A CURVE TO THE RIGHT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3,425.00 FEET, A CENTRAL ANGLE OF 08°36'33" AND A CHORD DISTANCE OF 514.15 FEET WHICH BEARS SOUTH 43°39'54" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 514.64 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 04°30'51" AND A CHORD DISTANCE OF 81.92 FEET, WHICH BEARS SOUTH 37°06'11" EAST; THENCE ALONG THE ARC OF SAID CURVE RUN FOR A LENGTH OF 81.94 FEET; THENCE SOUTH 34°50'46" EAST, A DISTANCE OF 395.85 FEET; THENCE NORTH 55°09'14" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 34°50'46" EAST, A DISTANCE OF 32.00 FEET RETURNING TO THE **POINT OF BEGINNING**.

CONTAINING 82,465 SQUARE FEET OR 1.893 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND
2. NO IMPROVEMENTS HAVE BEEN LOCATED.
3. NOT VALID WITHOUT THE CERTIFIED ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. THIS DOCUMENT CONSISTS OF 3 PAGES NOT FULL OR COMPLETE WITHOUT ALL.
5. BEARINGS SHOWN HEREON ARE BASED ON **NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD**, WHICH BEARS S55°09'15"E, PER ASSUMED.
6. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

SHEET 1 OF 3

SEE SHEET 2 OF 3 FOR SKETCH
SEE SHEET 3 OF 3 FOR TABLES

THIS IS NOT A SURVEY.

SKETCH OF DESCRIPTION

ACCESS EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22,
TOWNSHIP 14 SOUTH,
RANGE 31 EAST
FLAGLER COUNTY, FLORIDA



**AMERICAN SURVEYING
& MAPPING, INC.**

**NDDS NATIONAL DUE
DILIGENCE SERVICES**
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.

221 Circle Drive, Maitland, FL 32751

407-426-7979

americansurveyingandmapping.com

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON, MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

E. GLENN TURNER, PSM #5643

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY E. GLENN TURNER PSM #5643 PER FAC 5J-17.062(2)

JOB NO.: 220437	DATE	REVISIONS	TECH
SCALE: 1"= 200'	.	.	.
DRAWN BY: SW	.	.	.
APPROVED BY: EGT	.	.	.
DRAWING FILE #	.	.	.
220437 ORMOND	.	.	.
STATION GARDENSIDE	.	.	.
SOD-PHASE	.	.	.
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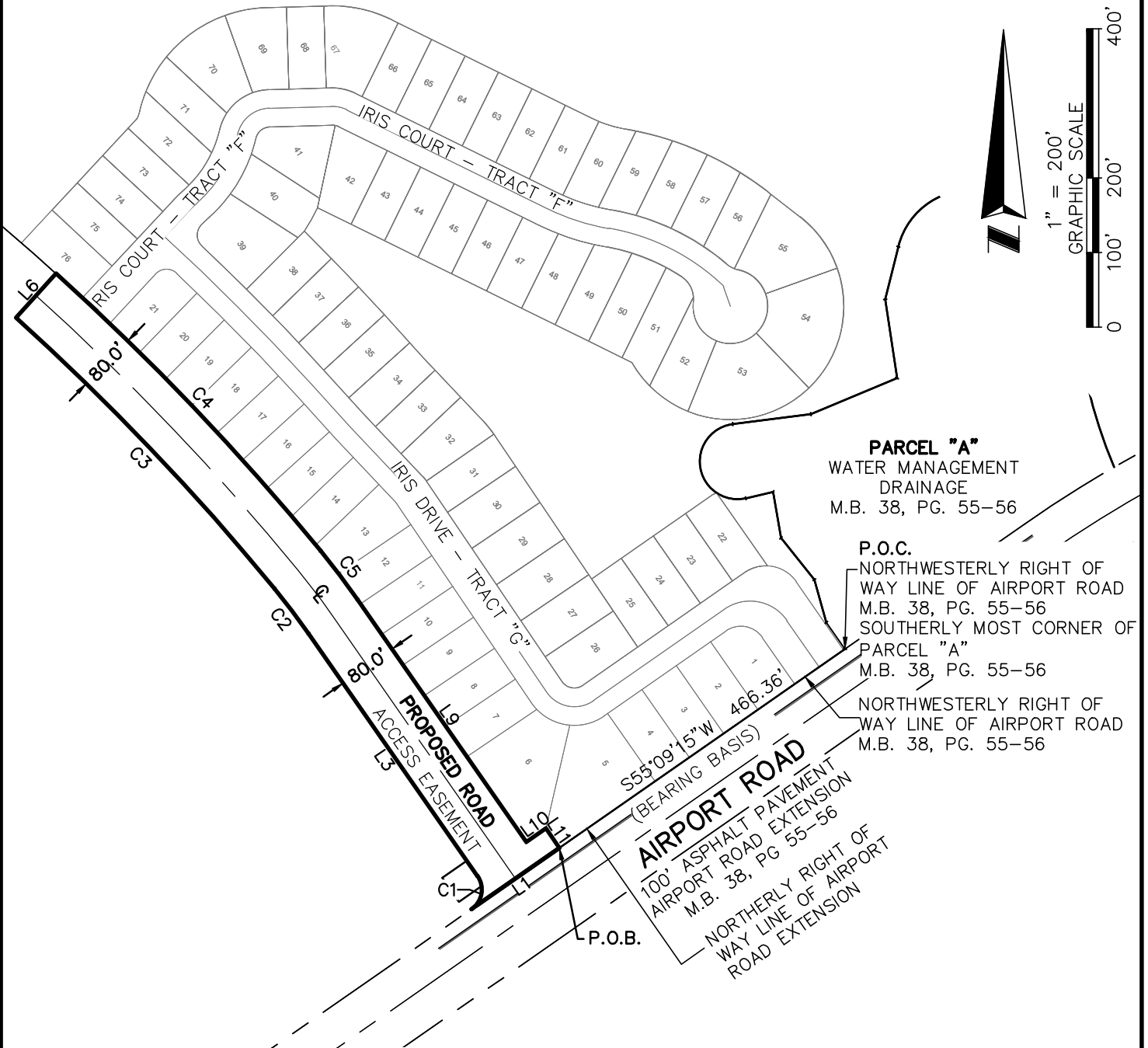
SKETCH OF DESCRIPTION

ACCESS EASEMENT
PROPOSED IRIS AT HUNTERS RIDGE
A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

EXHIBIT "B"

Page 2 of 3

AREA ABOVE RESERVED FOR RECORDING INFORMATION



THIS SKETCH IS NOT A SURVEY.

SHEET 2 OF 3
SEE SHEET 1 OF 3 FOR DESCRIPTION
SEE SHEET 3 OF 3 FOR TABLES

LEGEND AND ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
M.B. MAP BOOK
PG. PAGE(S)
CL CENTERLINE



AMERICAN SURVEYING & MAPPING INC.
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

SKETCH OF DESCRIPTION

ACCESS EASEMENT

PROPOSED IRIS AT HUNTERS RIDGE

A PORTION OF LAND LYING IN SECTION 22, TOWNSHIP 14 SOUTH,
RANGE 31 EAST, FLAGLER COUNTY, FLORIDA

EXHIBIT "B"

Page 3 of 3

AREA ABOVE RESERVED FOR RECORDING INFORMATION

LINE TABLE

LINE #	DIRECTION	LENGTH
L1	S55°09'15"W	144.00'
L3	N34°50'46"W	395.85'
L6	N42°01'50"E	80.00'
L9	S34°50'46"E	395.85'
L10	N55°09'14"E	32.00'
L11	S34°50'46"E	32.00'

CURVE DATA

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	32.00'	90°00'01"	50.27'	45.25'	N10°09'15"E
C2	960.00'	4°30'51"	75.64'	75.62'	N37°06'11"W
C3	3345.00'	8°36'33"	502.62'	502.14'	N43°39'54"W
C4	3425.00'	8°36'33"	514.64'	514.15'	S43°39'54"E
C5	1040.00'	4°30'51"	81.94'	81.92'	S37°06'11"E

THIS SKETCH IS NOT A SURVEY.

SHEET 3 OF 3
SEE SHEET 1 OF 3 FOR DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH

LEGEND AND ABBREVIATIONS

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
M.B. MAP BOOK
PG. PAGE(S)
CL CENTERLINE



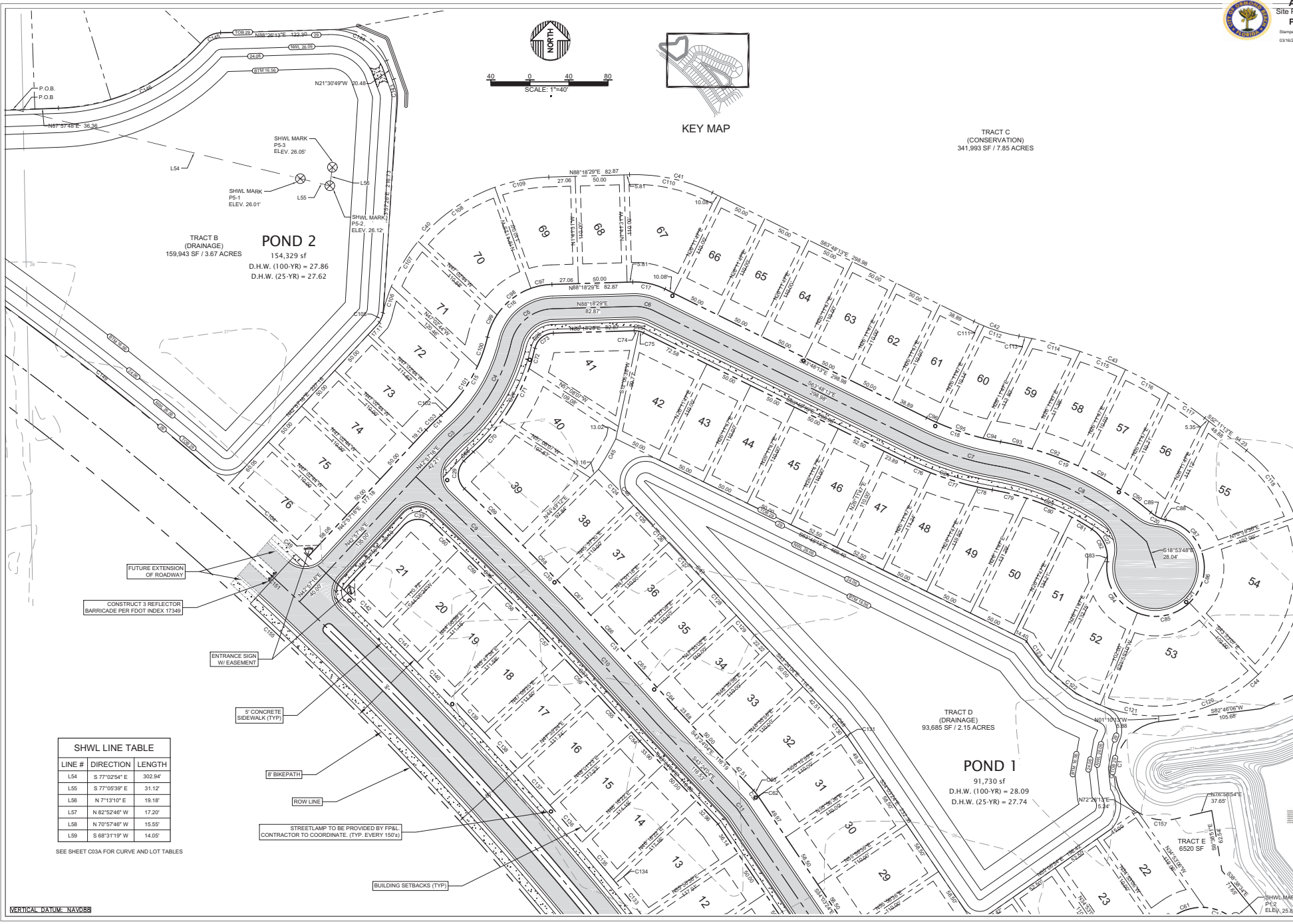
AMERICAN
SURVEYING
& MAPPING INC.

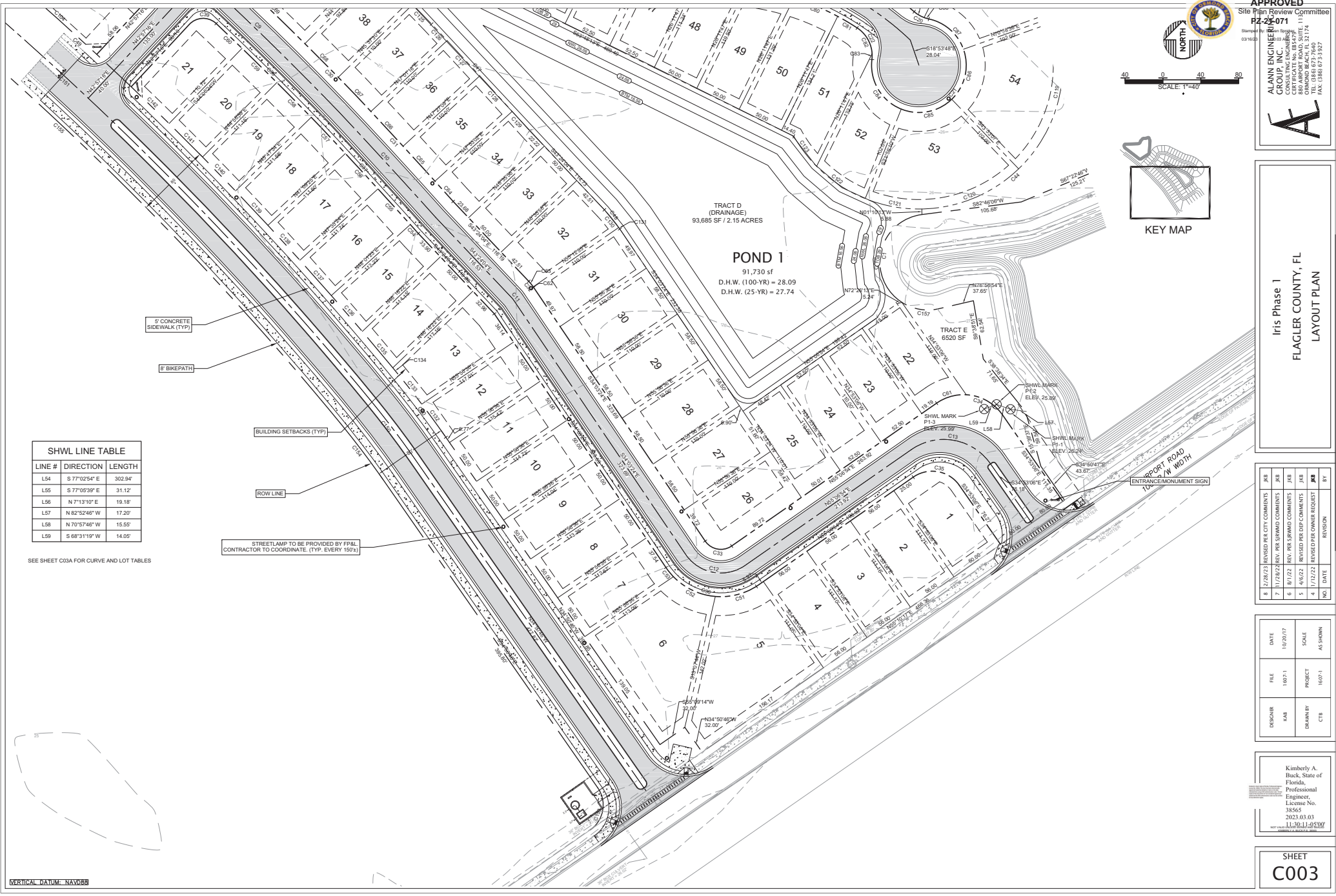
CERTIFICATION OF AUTHORIZATION NUMBER LB#6393
3191 MAGUIRE BOULEVARD, SUITE 200
ORLANDO, FLORIDA 32803
(407) 426-7979
WWW.AMERICANSURVEYINGANDMAPPING.COM

NO.	DATE	REVISION	BY
1	1/12/22	REVISED PER CITY COMMENTS	JAB
2	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
3	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
4	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
5	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
6	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
7	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS	JAB
8	2/28/22	REVISED PER CITY COMMENTS	JAB

DATE	FILE	SCALE	AS SHOWN
1/12/2017	1607.1	SCALE	AS SHOWN
DISCOURSE	KAB	PROJECT	1607.1
CTB			

Kimberly A. Buck, State of Florida, Professional Engineer, License No. 38565, 2023.03.03, 11-30-10-0500





SHWL LINE TABLE		
LINE #	DIRECTION	LENGTH
L54	S 77°02'54" E	302.94'
L55	S 77°09'39" E	31.12'
L56	N 7°13'10" E	19.18'
L57	N 82°52'48" W	17.20'
L58	N 70°57'48" W	15.55'
L59	S 68°31'19" W	14.05'

SEE SHEET C03A FOR CURVE AND LOT TABLES



0 40 80
SCALE 1"=40'



KEY MAP

APPROVED
Site Plan Review Committee
PZ-22-071

Stamped By: [Signature]
03/16/22

ALLAN ENGINEERS
GROUP, INC.
1111
880 ANDERSON ROAD, SUITE 111
FLAGLER COUNTY, FL 32117
TEL: (386) 673-7640
FAX: (386) 673-9327



Iris Phase 1
FLAGLER COUNTY, FL
LAYOUT PLAN

NO.	DATE	REVISION
1	1/12/22	REVISED PER OWNER REQUEST
2	1/12/22	REVISED PER CITY COMMENTS
3	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS
4	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS
5	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS
6	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS
7	1/12/22	REVISED PER SUPPLEMENTAL COMMENTS
8	2/28/22	REVISED PER CITY COMMENTS

DISC#	FILE	DATE	SCALE
KAB	1607-1	1/12/2017	AS SHOWN
DESIGNER	PROJECT	DRAWN BY	BY
KAB	1607-1	CTB	BY

Kimberly A. Buck, State of Florida, Professional Engineer, License No. 38565, 2023.03.03, 11-30-11-0500

SHEET C003

VERTICAL DATUM: NAVD83



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.F

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-34
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Engineering		
Subject:	Hammock Lane North Overlook Observation Deck Replacement		
Summary:	This is a request for the City Commission to approve a work authorization for construction management services to Bomar Construction, Inc., for the construction of replacing the Hammock Lane north overlook observation deck at Central Park. This overlooking observation deck was built in the early 1990s and the decking has been replaced multiple times. Now the joists underneath the decking boards are deteriorating to the point that the fasteners will not fasten onto the receiving member. Due to its age and condition, it's in need of replacement. This project was included in the 2023 – 2024 Capital Improvement Plan as a priority to be addressed this year.		
Financial Impact:	Staff has prepared a work authorization for Bomar Construction of Ormond Beach, currently one of the City's approved Construction Managers at Risk, for the amount of \$56,993. Funds are available from the Property Taxes – Facilities R&R Fund. This amount is above the proposed budget of \$40,000. This increase in cost is due to adding ADA handrails on the west and east ramps that were not anticipated for this project. Additional funding is identified in the Facilities Renewal & Replacement fund that can provide additional funds necessary to complete this project.		
Citizen Impact:	This north overlook area will have to be closed for the removal and installation of this project. Construction is anticipated for a 2-week time frame.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends awarding the work authorization to Bomar Construction, Inc., in the amount of \$56,993 for the construction of replacing the Hammock Lane north overlook observation deck.		

Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	24-34 Hammock Lane Deck-Bomar (P24-0023G) - Bomar Overlook Deck Repairs Work Authorization	
Approval:	Kelly McGuire, Finance Director 2/19/2024 Claire Whitley, Assistant City Manager 2/21/2024 Joyce Shanahan, City Manager 2/29/2024	

RESOLUTION NO. 2024-34

A RESOLUTION ACCEPTING A PROPOSAL FROM BOMAR CONSTRUCTION, INC. FOR CONSTRUCTION MANAGEMENT SERVICES REGARDING HAMMOCK LANE NORTH OVERLOOK OBSERVATION DECK REPLACEMENT PROJECT; AUTHORIZING THE EXECUTION OF A WORK AUTHORIZATION AND PAYMENT THEREFOR; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to the Continuing Engineering Services Agreement between the City and Bomar Construction, Inc. the appropriate City staff members have negotiated with Bomar Construction, Inc. to provide construction management services for the Hammock Lane North overlook observation deck replacement project (“the Project”), as described on the attached Work Authorization and Scope of Work, at a cost not to exceed \$56,993.00, and

WHEREAS, the City Manager has certified that funds for the project have been appropriated to the Facilities Renewal and Replacement Fund (317) and that these funds 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 Bomar Construction, Inc. to perform the Project at a total cost not to exceed \$56,993.00 is hereby accepted.

SECTION TWO. The Mayor and the City Manager are hereby authorized and directed to execute a Work Authorization with Bomar Construction, Inc. for the performance of

the Project at the said price, and to pay the cost thereof from the Facilities Renewal and Replacement Fund.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

WORK AUTHORIZATION

In accordance with and incorporating the terms of the Contract for Construction Management Services on a Continuing Basis dated September 7, 2022 between the City of Ormond Beach, Florida, and Bomar Construction, Inc., the following Scope of Work and Schedule of Payments are agreed to by the parties to the Agreement:

Project Title: Central Park Overlook Replacement

Project Description: Construction Management Services to replace the frame, decking, hand railing, and stainless steel hardware at the overlook in Central Park 2, as detailed in the attached proposal dated January 22, 2024.

Schedule of Payments and Fee Basis

<u>Required Work Task</u>	<u>Fee Basis</u>	<u>Fee</u>
Hammock Lane North Overlook Deck Replacement	Guaranteed Maximum Price	\$56,993.00
Total Fee Authorized:	Not to Exceed	\$56,993.00

Funding Source: Facilities R&R Fund (317)

Estimated Time for Completion: 4 Weeks from Authorization to Proceed

AUTHORIZED:
CITY OF ORMOND BEACH

ACCEPTED:
BOMAR CONSTRUCTION, INC.

By: _____
Bill Partington
Mayor

By: _____
Leonard Marinaccio, III
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.

BOMAR CONSTRUCTION, INC.

CGC 1517931

27 S. ORCHARD ST., ORMOND BEACH, FL 32174

(386) 677-8736 FAX: (386) 677-7726

January 22, 2024

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32174-0277

Attn: Cara Culliver

RE: Hammock Lane North Overlook Deck Replacement

Dear Ms Culliver:

We are pleased to submit our proposal for the Hammock Lane North Overlook Deck Replacement as indicated in the exhibits contained herein for the guaranteed maximum price of Fifty Six Thousand Nine Hundred Ninety Three Dollars and Zero Cents (\$56,993.00).

We have based our Guaranteed Maximum Price on the following exhibits, which are attached hereto:

Exhibit "A"	Clarifications & Qualifications
Exhibit "B"	GMP Cost Breakdown

Please find attached our cost breakdown sheet and Scope of work for your review and approval.

We look forward to the opportunity to work with you on this project. Please do not hesitate to call should you have any questions regarding any of this information.

Sincerely,

A handwritten signature in black ink, appearing to read 'JL M' followed by a horizontal line.

Leonard Marinaccio III, President

Attachments

Exhibit "A"

City of Ormond Beach Hammock Lane North Overlook deck replacement Scope of Work

1. We have included a permit allowance of \$0.
2. The cost of a Performance and Payment Bond is included
3. Owner to provide all drawings required for permitting.
4. We intend on removing debris daily.
5. We anticipate a 2 week construction time. Construction start time is contingent on subcontractor's availability, currently estimated to be April of 2024.
6. The Overlook decking and railing removal and replacement consists of the following scope of work:
 - Remove and replace approximately 1,000SF of wood decking *and joists* for the overlook using Grade #1 2" x 8" decking with stainless steel screws.
 - Remove and replace approximately (230LF) Overlook railings and replace with railing similar to the existing.
 - Install new stainless steel straps and fasteners
 - Reinstall existing bench
 - Existing pilings and "*joists*" to remain
7. Provide wood handrail on both sides of West ramp and one side of East ramp.

Exhibit "B"

HAMMOCK LANE NORTH OVERLOOK GMP BREAKDOWN

<u>Non-Allowance Work</u>		
Decking & Railings (remove & replace)		38,920.00
Wood grip rails on ramps		1,760.00
Supervision/Project Manager (breakout below)		3,600.00
General Conditions (breakout below)		3,826.00
P&P Bond		564.00
Misc Insurance		750.00
<i>Subtotal Non-Allowance</i>		49,420.00
<u>Allowance Work</u>		
NONE		-
<i>SubTotal Allowance</i>		-
Total Non-Allowance + Allowance		49,420.00
Contractor O&P		7,573.00
GRAND TOTAL		56,993.00

<u>Supervision Costs:</u>			
Superintendent	2	weeks	1,800.00
<i>Total Supervision</i>			3,600.00
<u>General Conditions Costs:</u>			
Laborer	1	LS	500.00
Trucking / Dumpsters	1	LS	500.00
Temp Protection	1	LS	500.00
Misc / Contingency	1	LS	2,326.00
Total General Conditions			3,826.00



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.G

Section:	CONSENT AGENDA		
Item Category:	Consent - Resolution	Res./Ord. No:	2024-35
Strategic Goal:	Public Safety - Other		
Department:	Public Works		
Subject:	Construction & Demolition Franchise Application for Extreme Concrete Services, Inc.		
Summary:	On January 5, 2024, Extreme Concrete Services, Inc. located in Edgewater, Florida, submitted a Construction and Demolition (C&D) Franchise Agreement Application, affidavit of acknowledgment of business type, and a non-refundable application fee of \$2,500. This non-exclusive franchise agreement is for the collection and disposal of construction and demolition debris generated within the City. Extreme Concrete Services, Inc. offers 20- and 30-yard roll-off containers. City staff has conducted reference checks of Extreme Concrete Services, Inc. and determined all requirements have been met for the City to grant a non-exclusive franchise agreement. The principal owners have been in business since 2003. Staff expects a high level of customer satisfaction from the company.		
Financial Impact:	Exreme Concrete Services, Inc. acknowledges the annual franchise fee of \$5,000 and monthly pull charges of \$48.95 per pull. Revenues from this agreement will be \$5,000 from the receipt of the franchise fee, \$2,500 from the application fee, and approximately \$2,500 from pull charges. These revenues will be applied to Fund 460 - Solid Waste Fund.		
Citizen Impact:	The franchising of waste haulers ensures that businesses operate within the requirements of the City. Having a variety of authorized haulers provides a varied selection from which customers can choose.		
Recommended Action (Staff, Advisory Board and/or Other):	Staff recommends approval of the non-exclusive franchise agreement to Extreme Concrete Services, Inc.		

Staff Contact:	Kevin Gray, Deputy Public Works Director, (386) 676-3325	
Attachments:	1. 24-35 Extreme Concrete C&D (P24-0024G) 2. Extreme Concrete agreement 3. Extreme Concrete Services application	
Approval:	Kelly McGuire, Finance Director	2/8/2024
	Claire Whitley, Assistant City Manager	2/13/2024
	Joyce Shanahan, City Manager	2/15/2024

RESOLUTION NO. 2024-35

A RESOLUTION AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE FRANCHISE AGREEMENT BETWEEN THE CITY AND EXTREME CONCRETE SERVICES, INC. REGARDING THE COLLECTION OF CONSTRUCTION AND DEMOLITION DEBRIS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 10, Article IV, Construction and Demolition Debris Collection Franchises, *Code of Ordinances*, the City desires to grant a non-exclusive franchise to Extreme Concrete Services, Inc. for the provision of construction and demolition debris collection service in the City of Ormond Beach, 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 the Non-exclusive Franchise Agreement for Construction and Demolition Debris for a non-exclusive franchise for the collection of construction and demolition debris, between the City of Ormond Beach and Extreme Concrete Services, Inc., a copy of said Agreement being attached hereto and incorporated herein by reference.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

NON-EXCLUSIVE FRANCHISE AGREEMENT FOR CONSTRUCTION AND DEMOLITION DEBRIS

This Non-Exclusive Franchise Agreement for Construction and Demolition Debris ("Agreement") is made between the City of Ormond Beach, Florida, ("City"), a Florida municipal corporation, and Extreme Concrete Services, Inc. ("Contractor"), its successors and assigns, hereinafter referred to as the Contractor.

WHEREAS, Contractor wishes to collect and transport Construction and Demolition Debris in the City of Ormond Beach; and

WHEREAS, the City wishes to ensure that the Contractor's activities are performed in accordance with all applicable laws and is consistent with the public interest; and

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Contractor agree as follows:

ARTICLE I: DEFINITIONS

1.0 The words and terms used in this Agreement shall have the meaning set forth in Section 10-1, City of Ormond Beach *Code of Ordinances* as that section may hereafter be amended unless otherwise indicated herein.

ARTICLE II: CONTRACTOR'S GENERAL WARRANTY

2.0 By executing this Agreement, Contractor acknowledges that it has read the provisions of Chapter 10 of the City of Ormond Beach Code of Ordinances and specifically Chapter 10, Article

IV, Construction and Demolition Debris Collection Franchises, and this Agreement, and Contractor agrees to comply at all times with the applicable provisions of Chapter 10, as may hereafter be amended, and this Agreement.

ARTICLE III: NON-EXCLUSIVE FRANCHISE

3.0 The City hereby grants a non-exclusive Franchise to Contractor for the collection of Construction and Demolition Debris in the City of Ormond Beach, subject to the terms and conditions of this Agreement and all applicable laws. This Franchise only authorizes the Contractor to collect Construction and Demolition Debris.

ARTICLE IV: TERM

4.0 This Agreement shall be effective when signed by the City's duly authorized representative. This Agreement shall expire one year after the effective date, unless the Contractor applies for a renewal of this Agreement and the application is approved by the City.

ARTICLE V: CONTRACTOR'S OPERATIONS

5.0 The Contractor shall take all necessary steps to ensure that its operations are performed in compliance with all applicable provisions of the City of Ormond Beach *Code of Ordinances* and any other applicable local, state, or federal laws.

5.1 The Contractor's employees shall be properly trained and qualified to perform the tasks assigned to them.

5.2 Contractor may collect and transport Construction and Demolition Debris between 7 a.m. and 6 p.m., Monday through Saturday. Contractor shall not collect or transport Construction and Demolition Debris at other times, unless the Contractor has received the prior approval of the Director of Public Works or his/her designee.

When collecting or transporting Construction and Demolition Debris, Contractor's

employees shall wear a company shirt or uniform, which shall have the Contractor's name or logo in a conspicuous place.

5.3 All of the trucks used by the Contractor for the collection of Construction and Demolition Debris shall be marked with the name and phone number of the Contractor in letters that are plainly visible and at least four inches high. Each commercial container used by the Contractor for the collection of Construction and Demolition Debris shall be labeled by the Contractor on each long side (two sides) in the same manner.

5.4 The Contractor's commercial containers shall be securely covered when transporting Construction and Demolition Debris as authorized under this Agreement.

5.5 All of the rolling stock used by the Contractor for transporting Construction and Demolition Debris in the City of Ormond Beach shall be maintained in a good, clean, and safe operating condition, and be properly marked with the Contractor's name and phone number.

5.6 Contractor shall provide the City with a list of the vehicles used by the Contractor and the license plate number for each vehicle.

ARTICLE VI: DISPOSAL SITES

6.0 All of the Construction and Demolition Debris collected by the Contractor shall be processed or disposed of at a duly licensed and permitted Solid Waste Management Facility accepting Construction and Demolition Debris.

ARTICLE VII: APPLICATION FEES

7.0 The Contractor is required to complete and submit the standard City of Ormond Beach application form for a non-exclusive Franchise to rent containers, collect Construction and Demolition Debris, transport said material and dispose of it in a duly licensed and permitted facility accepting Construction and Demolition Debris waste. A non-refundable \$2,500.00 application fee

for new applicants or a non-refundable \$1,500.00 application fee for material modifications or transfers of an existing Franchise shall accompany the Contractor's application to the City for the non-exclusive franchise.

ARTICLE VIII: FRANCHISE FEES

8.0 The Contractor shall pay a Franchise fee to the City for the privilege of using the public streets, roads, alleys and other thoroughfares of the City for the collection and transportation of Construction and Demolition Debris

8.1. The annual Franchise fee shall be five thousand dollars (\$5,000.00) and it shall be paid within fifteen (15) days of the City Commission's approval and grant of a franchise or within fifteen (15) days of the grant of the renewal request. The Contractor shall pay an annual interest rate of ten percent (10%) on any and all delinquent payments.

8.2 If the Contractor fails to pay the full amount of the Franchise fee in a timely manner, the City may suspend the Franchise until payment is made or may revoke the Franchise. The Contractor shall pay any and all of the City's expenses for the collection of the Franchise fee, including but not limited to court costs and reasonable attorneys' fees through and including all appeals.

8.3. In addition to the annual Franchise fee, the Contractor shall pay the City forty eight dollars and ninety five cents (\$48.95) for each Construction and Demolition Debris roll-off pull. Payment shall be made to the City on the tenth (10th) day of each month regardless of the effective date of the Franchise Agreement. Payment shall be accompanied by delivery disposal documentation.

ARTICLE IX: APPLICATION RENEWAL

9.0 Within the 90 days prior to expiration of the term of the franchise, Contractor may submit a renewal application. A fifteen hundred dollar (\$1,500.00) renewal fee shall accompany said renewal application. During the review of the renewal application the Contractor will operate as a non-exclusive franchise for a period not to exceed sixty (60) days or until the renewal application is accepted or denied within that sixty (60) day period. Applications for renewal not meeting the above criteria shall not be considered bona fide applications.

ARTICLE X: INSURANCE

10.0 The Contractor shall not begin collecting or transporting Construction and Demolition Debris under this Agreement until appropriate certificates of insurance are provided to the City that demonstrate compliance with the requirements of this Agreement. The Contractor must maintain the insurance in full force and effect at all times throughout the term of this Agreement.

10.1 The Contractor shall maintain in effect the insurance coverages required by "Exhibit A" of the City of Ormond Beach Resolution No. 2021-144 and any and all subsequent amendments thereto.

10.2 No change or cancellation of any insurance required under this Agreement may be made unless thirty (30) days prior written notice is provided to the City. Each insurance certificate must name the City as an additional insured and contain a clause stating substantially as follows: "If any of the above-described policies are to be cancelled or undergo material change before the expiration date, the issuing insurance company will mail written notice to the City of Ormond Beach at least 30 days before the effective date of the cancellation or change."

ARTICLE XI: INDEMNIFICATION

11.0 The Contractor shall at its sole expense fully protect, defend, hold harmless, and indemnify and pay on behalf of the City, and its appointed and elected officers, employees, agents, and representatives, from and against any and all actions, proceedings, claims, suits, liabilities, losses, and damages (including interest and penalties relative thereto), of any nature whatsoever, including but not limited to claims based on bodily injury, loss of life or limb, damage to property, pollution or other environmental damages, inclusive of all costs and expenses (including legal assistant fees and costs of investigations, whether prior to, during or after trial or in the event of any appeal) and attorney's fees through and including all appeals, arising from, in connection with, or as a result of the Contractor's Franchise agreement and/or the Contractor's ownership, operation or maintenance of the Contractor's business.

ARTICLE XII: TERMINATION BY CITY

12.0 If there is a material breach of any term of this Agreement by the Contractor, the City shall notify the Contractor in writing of the breach and provide the Contractor with a reasonable opportunity to correct the breach. If the breach is not corrected in a 24-hour period, the City may terminate the Agreement at any time at the City's discretion. Among other things, a material breach of this Agreement shall be deemed to have occurred if: (a) the Contractor fails to pay Franchise fees at the times and in the amounts required by this Agreement; (b) the Contractor fails to pay the fees or file the documentation required in Paragraph 8.3 of this Agreement; (c) the Contractor disposes of Construction and Demolition Debris at a site other than a properly permitted and authorized Solid Waste Management Facility; (d) the Contractor Construction and Demolition Debris in a manner that is not authorized under this Agreement; (e) the Contractor fails to continuously maintain the types and amounts of insurance required under this Agreement; (f) the

Contractor declares bankruptcy; (g) the Contractor engages in the hauling of Solid Waste; or (h) the Contractor fails to comply with the applicable provisions of Chapter 10, City of Ormond Beach *Code of Ordinances*.

12.1 If the Contractor has frequently, regularly or repetitively defaulted in the performance of any of the requirements in this Agreement or the City of Ormond Beach *Code of Ordinances*, the City may in its sole discretion deem the Contractor to be a "habitual violator," regardless of whether the Contractor has corrected each individual condition of default. Under such circumstances, the Contractor shall forfeit its right to any further grace period to correct or cure future defaults. All of the Contractor's prior defaults shall be considered cumulative and collectively shall constitute a condition of irredeemable default. The City shall issue the Contractor a notice that the Contractor has been deemed a "habitual violator." Thereafter, any single default by the Contractor of whatever nature shall be grounds for immediate termination of this Agreement. In the event of any such default, the City may terminate this Agreement by giving a written notice to the Contractor, which shall be effective upon the date specified in the notice. The Contractor shall immediately cease all activities under this Agreement. This section creates a supplemental and additional means of terminating this Agreement and it shall not be deemed to be in lieu of any other remedy available at law or equity.

ARTICLE XIII: MISCELLANEOUS PROVISIONS

13.0 Representatives of the Parties

For the purposes of this Agreement, the Authorized representative of the City shall be the Director of Public Works or his/her designee. The authorized representative for the Contractor for purposes of this Agreement shall be Ronald Balduf. Either party may change its representative upon five (5) days prior Notice to the other party.

13.1 Notices

All notices and consents required or permitted by this Agreement shall be in writing and transmitted in person or by registered or certified mail, return receipt requested, with notice deemed to be given upon receipt, as follows:

If to the City:

Department of Public Works
501 N. Orchard Street
Ormond Beach, FL 32175

If to the Contractor:

Ronald Balduf
431 Timaquan Trail
Edgewater, FL 32132

Changes in the respective addresses to which such notices may be directed may be made from time to time by either party by notice to the other party.

13.2 Waiver

No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as deemed expedient. The failure of the City or Contractor at any time to require performance by the other party of any term in this Agreement shall in no way affect the right of the City or Contractor thereafter to enforce same; nor shall waiver by the City or Contractor of any breach of any term of this Agreement be taken or held to be a waiver of any succeeding breach of such term or as a waiver of any term itself. To be effective, any waiver shall be in writing and signed by the party granting such waiver. Any such waiver shall be limited to the particular right so waived and shall not be deemed to waive any other right under this Agreement.

13.3 Agreement Governed by Florida Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and it shall be binding upon, and inure to the benefit of, the parties, their successors, and assigns. The Contractor shall submit to service of process and the jurisdiction of the State of Florida for any controversy or claim arising out of or relating to the Agreement. Any action to interpret and/or enforce the Agreement shall be brought and maintained in the State of Florida. Venue shall be in Volusia County, Florida.

13.4 Assignment

This Agreement may not be sold, assigned or transferred by the Contractor without City Commission approval. As a condition precedent to receiving the City's consent, the Contractor or the potential transferee must submit an application and the applicable fee and demonstrate that the transferee has the ability to comply with all of the applicable requirements set forth in this Agreement and City of Ormond Beach *Code of Ordinances*.

13.5 Representations of the Contractor

The Contractor represents that (a) it is a corporation duly organized under the laws of the State of Florida or a person or an entity qualified to do business in the State of Florida, (b) this Agreement has been duly authorized, executed, and delivered in the State of Florida, and (c) it has the required power and authority to perform this Agreement.

13.6 Headings

Captions and headings in this Agreement are for ease of Reference only and do not constitute a part of this Agreement.

13.7 Severability

If any term, condition, covenant or obligation of this Agreement is declared illegal, void or unenforceable, the remaining terms will not be affected but will remain in full force and effect,

and this Agreement shall be construed as if such illegal, void or unenforceable provision had never been contained herein.

13.8 Survivability

Any term, condition, covenant, or obligation which requires performance by a party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination.

13.9 Third Party Beneficiaries

It is agreed between the parties hereto that no provision of this Agreement is intended to create any third-party beneficiaries hereunder, or to authorize anyone not a party to this Agreement to maintain an action pursuant to the terms or provisions of this Agreement.

13.10 Personal Liability

Nothing in this Agreement shall be construed as creating any personal liability on the part of any official, officer, employee, agent or representative of the City.

13.11 Independent Contractor

When performing the activities required by this Agreement the Contractor will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture or associate of the City. The Contractor shall be solely responsible for the means, methods and procedures used by the Contractor to perform under this Agreement. Neither the Contractor nor any of its employees, officers, agents or subcontractors shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the City.

The Contractor shall have no authority to bind the City to any agreement or contract. No person performing any work or services for the Contractor under this Agreement shall be entitled to any benefits available or granted to employees of the City.

13.12 Merger Clause

This Agreement constitutes the entire agreement and understanding of the parties as to all matters addressed or referred to herein.

This Agreement supersedes all prior and contemporaneous agreements and understandings, representations and warranties, whether oral or written, relating to such matters.

13.13 Fair Dealing

The Contractor declares and warrants that the Contractor enters into the Agreement without reliance on or engaging in any collusion, bribery or fraud, that all of the Contractor's representations in this Agreement are made fairly and in good faith, and that no City Commissioner, City officer, or City employee, directly or indirectly owns more than 5% of the total assets or capital stock of the Contractor, nor will any such person directly or indirectly benefit by more than 5%, from the profits or emoluments of this Agreement. 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 the Contractor 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 any other compensation contingent upon or resulting from the award or making of this Agreement. Further, the contractor declares and warrants that the Contractor is not subject to the restrictions in Section 287.133, Florida Statutes, for a public entity crime.

13.3 Sovereign Immunity

Nothing in this Agreement shall be interpreted or construed to mean that the City waives its common law sovereign immunity under Section 768.28, Florida Statutes.

13.4 Amendment

Except as otherwise specifically provided herein, this Agreement may be amended only by written instrument specifically referring to this Agreement and executed by both parties with the same formalities as this Agreement.

13.15 Terms Generally

Whenever the context may require, any pronoun which is used in this Agreement shall include the corresponding masculine, feminine and neuter forms and the singular shall include the plural and vice versa. Unless otherwise specifically noted, the words "include," and "including" as used herein shall be deemed to be followed by the following phrase "without limitation". The words "agree," "agreement," "consent," "establish," "impose" as used herein shall be deemed to be followed by the phrase "which shall not be unreasonably withheld or delayed" except as specifically noted. Words or phrases which are defined herein by reference to a statute, rule or regulation shall have the meaning ascribed to such word or phrases as of the Effective Date, without regard to subsequent changes in such statutes, rules or regulations, unless otherwise provided.

13.16 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.

ARTICLE XIV: COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

**CITY CLERK
22 SOUTH BEACH STREET
ORMOND BEACH, FLORIDA 32175. (386)677-0311
[CITYLERK @ORMONDBEACH.ORG](mailto:CITYLERK@ORMONDBEACH.ORG)**

Ref: Fla. Stat. §119.0701(2016)

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

DATED this _____ day of _____, 2024.

Witnesses:

CITY OF ORMOND BEACH

Print Name: _____

By: _____
BILL PARTINGTON
Mayor

Print Name: _____

By: _____
JOYCE A. SHANAHAN
City Manager

DATED this _____ day of _____, 2024.

Witnesses:

EXTREME CONCRETE SERVICES, INC.

Print Name: _____

By: _____

Print Name: _____

Title: _____

Attest: _____

Print Name: _____

Print Name: _____

Title: _____

RESOLUTION NO. 2021-144

A RESOLUTION ESTABLISHING MINIMUM REQUIREMENTS FOR RISK MANAGEMENT, PAYMENT AND PERFORMANCE BONDS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND COMPREHENSIVE GENERAL LIABILITY INSURANCE FOR LEASES, CONTRACTORS, AND LICENSEES AND PERMITTEES; REPEALING ALL INCONSISTENT RESOLUTIONS; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, Section 2-315 of the **Code of Ordinances** allows the City Commission to establish minimum requirements for insurance to be provided by lessees of City owned real property and by contractors engaging in business with the City, and

WHEREAS, such minimum requirements were previously established by Resolution No. 92-218, and which was subsequently amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116, and

WHEREAS, the City Commission desires to further amend such minimum requirements, 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 establishes minimum requirements for the provision and maintenance of payment and performance bonds, commercial general liability insurance, and risk management, by Contractors, including service-related contractors, as set forth in Exhibit “A” attached hereto and incorporated herein by reference.

SECTION TWO. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of commercial general liability insurance and risk management regarding leases of the City’s real property and its facilities, as set forth in Exhibit “B”

attached hereto and incorporated herein by reference.

SECTION THREE. The City Commission hereby approves and establishes minimum requirements for the provision and maintenance of comprehensive general liability insurance and risk management for licensees and permittees of the City's real property and its facilities, as set forth in Exhibit "C" attached hereto and incorporated herein by reference.

SECTION FOUR. The requirements hereby adopted by this Resolution shall be deemed to repeal, supersede, and replace the provisions of Resolution No. 92-218, as amended by Resolution No. 95-109, Resolution No. 96-62, Resolution No. 96-249, Resolution 98-132, Resolution 2010-125, and Resolution 2011-116.

SECTION FIVE. That all Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Resolution shall take effect immediately upon its adoption and shall apply to all contracts entered into, or renewed, subsequent to the effective date hereof.

APPROVED AND AUTHENTICATED this 22nd day of September, 2021.


BILL PARTINGTON
Mayor

ATTEST:


WENDY J. HONTZ
Acting City Clerk

EXHIBIT "A"

A. **Payment and Performance Bonds**

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

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

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

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

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million

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

- (d) Excess Liability**

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

- (e) Builder's Risk**

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

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

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

D. Requirements for Certificates of Insurance

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

E. Policies of Insurance

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

EXHIBIT "B"

A. Lease Provisions Relative to Risk Management

All leases of City real property and of any of its facilities shall include the following or substantially similar provisions:

1. Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the agreement, contract or lease unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

2. Payment on Behalf of City

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

B. General

The Lessee shall purchase and maintain for the entire life of the lease, including time extensions, such insurance as will protect the Lessee from claims for damages insured by usual and unusual injury liability coverage and from claims or injury to or destruction of tangible property and from claims insured by usual Commercial General Liability coverage. This includes loss of use resulting therefrom, any or all of which may arise out of the Lessee's operations.

C. Types of Insurance and limits of Liability:

1. Workers' Compensation Insurance in statutory limits for the State of Florida with Coverage B, Employer's Liability limits of no less or limited to:

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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

2. 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, and the City of Ormond Beach shall be named as an additional insured):

- a. Premises and Operations
- b. Personal Injury Liability
- c. Products & Completed Operations
- d. Fire Damage Liability
- e. Blanket Contractual Liability
- f. Liquor Liability

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

\$1 Million Each Occurrence
\$1 Million General Aggregate
\$1 Million Aggregate Products & Completed Operations
\$ 300,000 Fire Damage (any one fire)

Limits are subject to increase depending on the value and/or risk to leased premises

3. Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less or limited to:

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

4. Property Insurance (Real & Personal) - Lessee shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the

replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

D. Requirements for Certificate of Insurance

1. With the execution of the Lease, the Lessee shall provide certificates of such insurance acceptable to the City. These certificates and insurance policies shall contain an endorsement that the coverage under the policies will not be canceled, non-renewed or materially changed until at least thirty (30) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be ten (10) days) and a copy of the actual notice be signed by an authorized representative of the insurer and given to the City. The Contractor shall be required to replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of 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 Lessee shall furnish complete copies of the Lessee's insurance policies, forms and endorsements.
4. For Commercial General Liability coverage, the Lessee 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 aggregate limit may be required by the City for the given lease.
5. If the Lessee fails to obtain and maintain for the life of the Lease 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 promptly reimbursed to the City by the Lessee.

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, and any such insuring company is required to have a minimum financial rating of (A-) in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Standard and Poors and Demotech.

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 all General Liability and Automobile Liability policies of insurance and certificates thereof.

EXHIBIT "C"

A. Licensees and Permittees.

1. All Licensees and Permittees shall provide comprehensive general liability insurance coverage, either through their own insurance company and providing at least the minimum coverage prescribed herein, or by obtaining such comprehensive general liability insurance through a Plan offered to the City through the City's insurer.
2. The Plan available to the City currently provides comprehensive general liability insurance coverage of \$1,000,000 per claim, subject to an annual aggregate of \$1,000,000 for all claims. A \$250 deductible shall apply to all claims, which said deductible shall be entirely born and paid by the Licensee or Permittee. The coverage available through the Plan and the rates and deductible amounts prescribed therefor, are subject to change at the discretion of the City and the City's insurer without notice to any Licensee or Permittee.
3. If any Licensee or Permittee elects to provide general liability insurance coverage through Licensee's or Permittee's own general liability insurance company, then Licensee's or Permittee's insurance coverage must comply with the following requirements:

(a) Types of Insurance and limits of Liability:

- i) If applicable, 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

(DEPENDING UPON THE USE BY LICENSEES AND PERMITTEES, WORKERS' COMPENSATION MAY NOT BE REQUIRED.)

- ii) Comprehensive general liability insurance shall include, but shall not necessarily be limited to, the following coverage (and any deviation therefrom shall be noted on the Certificates of Insurance; and the City of Ormond Beach shall be named as an additional insured):
 - a. Premises and Operations
 - b. Personal Injury Liability
 - c. Products & Completed Operations
 - d. Fire Damage Liability
 - e. Blanket Contractual Liability

f. Liquor Liability

Comprehensive general liability coverage shall be written on an occurrence basis and the limits of coverage shall be no less and not limited to the following:

\$1 Million	Each Occurrence
\$1 Million	General Aggregate
\$1 Million	Aggregate Products & Completed Operations
\$ 300,000	Fire Damage (any one fire)

- iii) Automobile Liability Insurance for the operation, use, maintenance, loading or unloading of automobiles - ISO Symbol 1 (Any Auto) or alternatively a combination of Symbol 2 (Owned Autos), Symbol 8 (Hired Autos), and Symbol 9 (Non-Owned Autos), and the limits shall be no less than:

\$1 Million	Combined Single Limit for Bodily Injury and Property Damage
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- iv) Property Insurance (Real & Personal) - Licensees and Permittees shall keep or cause to be kept insured all structures located on or appurtenant to the premises and their contents against loss or damage by fire and all other risks of loss in an amount equal to the replacement cost of the property and on an agreed value basis. Any deductible applicable will be agreed upon with the City. The City of Ormond Beach shall be named as Loss Payee.

(b) Requirements for Certificate of Insurance

- i) Licensees and Permittees 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 without the prior consent of the City, and Licensees and Permittees shall promptly replace any expired or canceled policies in like amount and coverage to the satisfaction of the City. The Certificate of Insurance shall be the ACCORD FORM 25-S (7/90), or its successor form, and shall be made a part of such Licensee's or Permittee's use agreement with the City.
- ii) New certificates of insurance shall be provided to the City prior to coverage renewals.
- iii) If requested by the City, the Licensees and Permittees shall furnish complete copies to the City of the Licensee's or Permittee's insurance policies, forms and endorsements.

- iv) If any Licensee or Permittee fails to obtain and maintain the insurance required hereby or to replace any such expired or canceled policy, the City may obtain and maintain such insurance with any qualified insurer that is satisfactory to the City. Any amounts expended by the City in payment of premiums for such insurance shall be promptly reimbursed to the City by the Licensee or Permittee.

(c) Policies of Insurance

- i) Except as otherwise provided in this Exhibit, all insurance policies shall be issued by insurers licensed to do business in the State of Florida on an admitted basis or which is an eligible surplus lines insurer, and any such insuring company is required to have a minimum financial rating of (A-), in the latest edition of "Best's Key Rating Guide", published by A. M. Best Co., Inc., or some similar nationally recognized rating authority, including Demotech and Standard & Poors.
- ii) All policies of insurance or certificates thereof referred to in this Exhibit shall be deposited with the City Clerk.
- iii) The City shall be listed as a named insured on all policies of insurance and certificates thereof.

4. Provisions Relative to Risk Management.

All Licensees and Permittees of City's real property and any of its facilities shall, as a condition of such use, fully indemnify and hold the City harmless, as follows:

(a) Hold Harmless

The City, its agents, employees, and officials, both elected and appointed, shall be held harmless from and against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting therefrom, arising out of the Licensee's or Permittee's use, unless such claims are a result of the City's sole negligence, as determined by the final arbiter of such claim.

(b) Payment on Behalf of City

All Licensees and Permittees 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.

(c) Loss Control/Safety

Precaution shall be exercised at all times by the Licensee and Permittee for the protection of all persons, including employees and property. The Licensee and Permittee 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.

**City of Ormond Beach
Public Works Department
Construction & Demolition Roll-Off Services Franchise Application**

Check One

☒ New ☐ Renewal ☐ Transfer ☐ Modification

Application Information:

Name: Extreme Concrete Services, Inc
Address: 431 Timaguan Trail
City/State/Zip Code: Edgewater, FL 32132
Phone Number: 386-957-3634
Contact Name: Jennifer DiLorenzo
Contact Email: extremconcrete1192@gmail.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**

- ☐ 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;
- ☐ 2. Names(s) and business address(es) of local managing officers of any publicly owned corporation having more than 25 shareholders;
- ☐ 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;
- ☐ 5. List of type, number, and complete description of all equipment to be used by applicant for providing safe and efficient services;
- ☐ 6. Description or listing of the applicant's and its related entity's experience in the collection of construction and demolition debris;
- ☐ 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**

- ☐ 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;
- ☐ 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."
- ☐ 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.

Ronald Baldof

Applicant name (print or Type)

RBaldof

Applicant signature

1/6/24

Application submission date

Demo Rep

Application received by

1/5/2024

date

Demo Rep

Application fee received by

24927

check number

1/5/2024

check date

James H. Hinkley

Approved City Manager/designee signature

1/5/24

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: PO Box 1192
City: Edgewater State: FL Zip: 32132
Telephone No.: 386-957-3634 Fax No.: _____
Federal ID No.: 65-1191529

SIGNATURE OF APPLICANT:

If an Individual: _____ doing business
Signature

as _____

If a Partnership: _____ by: _____
General Partner Signature

If a Corporation: Extreme Concrete Services, Inc
Corporate Name

(a Florida Corporation)

by: [Signature]
Signature

Title: President

Attest: [Signature] (SEAL)
Corporate Secretary

NOTARY PUBLIC: _____

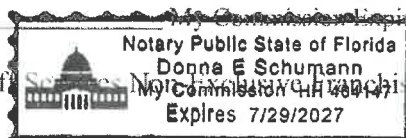
STATE OF: Florida COUNTY OF: Volusia
The foregoing instrument was acknowledged before me this _____ day of the year _____ by 1-5-2024
who is (are) personally known to me or who has produced as identification and who did (did not) take an oath.

NOTARY PUBLIC SIGNATURE: Donna E Schumann

NOTARY NAME, PRINTED, TYPED, OR STAMPED: _____

Commission Number: _____ My Commission Expires: _____

Construction & Demolition Roll-off _____ Application Page 4 of 4





Bond Number: 55000946

LICENSE AND PERMIT BOND

Know All Persons By These Presents, that we, EXTREME CONCRETE SERVICES, INC.,
as Principal, and FCCI Insurance Company, a Florida corporation authorized to transact
surety business in the State of Florida, as Surety, are held and firmly bound unto
City of Ormond Beach, as Obligee, in the penal sum of
Twenty-Five Thousand Dollars and Zero Cents (\$25,000.00)

lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our
heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

Whereas, Principal has applied to the Obligee for a license or permit to do business as

Now therefore, the condition of this obligation is such, that if the said Principal shall comply with all applicable
Ordinances, Rules and Regulations, and any Amendments thereto, pertaining to the license or permit applied
for, then this obligation shall be void, otherwise to remain in full force and effect.

Regardless of the number of years this bond remains in force, the aggregate liability of the Surety for any and
all claims shall in no event exceed the penal sum of the bond.

Provided, however, that this bond shall continue in force until:

1. January 3, 2025, or until the expiration date of any Continuation Certificate
executed by Surety, at its sole option.

OR

2. Cancelled by Surety upon giving thirty (30) days written notice to Obligee and Principal of its
intention to terminate its liability hereunder.

SIGNED AND SEALED this 4th day of January, 2024

EXTREME CONCRETE SERVICES, INC.

By: 

PRINCIPAL

Surety: FCCI Insurance Company

By: 

Jonathan V Soles ATTORNEY-IN-FACT

GENERAL POWER OF ATTORNEY

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

Jonathan V Soles

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed \$20,000,000.00): **\$25,000.00**

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

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

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

Attest:

Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company



Christopher Shoucair

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

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

State of Florida
County of Sarasota

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

My commission expires: 2/27/2027



PEGGY SNOW
Commission # HH 326535
Expires February 27, 2027

Peggy Snow

Notary Public

CERTIFICATE

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

Dated this 4th day of January, 2024

Christopher Shoucair

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



Notice of Privacy Policy

Federal law requires that certain companies inform Consumers of certain insurance products how their non-public personal information is treated.

We at the FCCI Insurance Group* and its affiliated companies value the confidentiality of the non-public personal information we receive concerning our Consumers.

We collect and use information necessary to administer the policy and provide our Consumers with efficient service.

We collect non-public personal information about our Consumers from various sources. Most of the information we obtain comes directly from our Consumers as part of the application process. We collect and maintain information we develop based on our Consumer's transactions with us and our affiliates. We may obtain information from non-affiliated third parties, such as, motor vehicle reports, claim reports or property inspection reports. We may also obtain information from a consumer reporting agency in compliance with appropriate laws and regulations.

FCCI Insurance Group shares all information with its affiliated companies in order to administer the policy and provide our Consumers with efficient service.

FCCI Insurance Group and its affiliated companies do not disclose non-public personal information concerning our Consumers to non-affiliated third parties, except as permitted or required by law.

FCCI Insurance Group applies the same privacy policy to former and current Consumers.

FCCI Insurance Group takes reasonable steps to ensure that the privacy of non-public information is maintained. FCCI Insurance Group maintains physical and electronic safeguards to protect the information we acquire. We periodically review and test our electronic systems to assess the strength of our security precautions.

* The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

IMPORTANT NOTICE

To obtain information or file a claim:

You may call FCCI Insurance Group's (FCCI)* toll-free telephone number at 1-800-226-3224.

You may also write to **FCCI's Claims Department** at either of the following:

E-mail address: newclaim@fcci-group.com

Mail address: PO Box 58004
Sarasota FL 34232-0800

ATTACH THIS NOTICE TO YOUR BOND**

*The FCCI Insurance Group includes the following insurance carriers: Brierfield Insurance Company, FCCI Advantage Insurance Company, FCCI Commercial Insurance Company, FCCI Insurance Company, Monroe Guaranty Insurance Company, and National Trust Insurance Company.

** This notice is provided only as a tool to assist you with obtaining information or to file a claim. This notice is not a term or condition of your bond and does not supersede or otherwise alter those terms and conditions in any way.



EXECUTION REPORT

Transaction: New Business Bond Number: 55000946

Surety: FCCI Insurance Company Bond Amount: \$25,000.00

Effective Date: 1/4/2024 12:00:00 AM Expiration Date: 1/3/2025 11:59:59 PM

Premium: \$500.00

Bond Title: Roll-Off Container Collector License Bond SFAA Code: 907

PRINCIPAL

Principal Name: EXTREME CONCRETE SERVICES, INC.

Principal Address: 431 Timaquan Trl, Edgewater, FL 32132-2167

OBLIGEE

Obligee Name: City of Ormond Beach

Obligee Address: 501 N Orchard St, Ormond Beach, FL 32174-5142

AGENCY 1097

Agency Name: SOLES INSURANCE GROUP INC

Mailing Address: 456 S INDIANA AVE, ENGLEWOOD, FL 34223

Executed By: Jonathan Soles Date: 01/04/2024



AGENCY NAME
SOLES INSURANCE GROUP INC
AGENCY CODE
1097
BOND NUMBER
55000946

SURETY BOND APPLICATION

APPLICANT INFORMATION

APPLICANT'S NAME (AS IT SHOULD APPEAR ON THE BOND) EXTREME CONCRETE SERVICES, INC.	COMPANY STRUCTURE
ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE) 431 Timaquan Trl, Edgewater, FL 32132-2167	PHONE NUMBER (386) 957-3634

BOND INFORMATION

TYPE OF BOND REQUIRED Roll-Off Container Collector License Bond	BOND AMOUNT \$25,000.00
EFFECTIVE DATE 01/04/2024	EXPIRATION DATE 01/03/2025
OBLIGEE NAME City of Ormond Beach	
ADDRESS (STREET ADDRESS, CITY, STATE AND ZIP CODE) 501 N Orchard St, Ormond Beach, FL 32174-5142	

GIVE THE FOLLOWING INFORMATION ON EACH OWNER, PARTNER, OR STOCKHOLDER

NAME Ronald Balduf	SOCIAL SECURITY NUMBER
NAME	SOCIAL SECURITY NUMBER
NAME	SOCIAL SECURITY NUMBER
NAME	SOCIAL SECURITY NUMBER
NAME	SOCIAL SECURITY NUMBER

INDEMNITY AGREEMENT - READ CAREFULLY AND SIGN

The undersigned Applicant and Indemnitor(s), all hereinafter referred to as "Indemnitors," hereby certify that the declarations made and answers given are the truth and without reservation, and are made for the purpose of inducing FCCI INSURANCE COMPANY, any of its present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, hereinafter referred to, individually and/or collectively, as "Company," to furnish a certain bond or undertaking applied for any renewal and increase of the same or of any bond or undertaking of similar nature given in substitution or renewal thereof (all comprehended in the word "Bond" as herein used). Indemnitors agree that Company may decline the Bond applied for or may cancel or terminate same without incurring liability whatsoever to Indemnitors. In consideration of Company executing said Bond or the forbearance of cancellation of said Bond, Indemnitors do undertake and agree as follows:

Indemnitors will pay all premiums, as they fall due, until Company has been provided with competent legal evidence that the Bond has been duly discharged. Indemnitors will at all times indemnify, hold harmless and exonerate Company from and against any and all loss, cost and expense of whatever kind which it may incur or sustain as a result or of in connection with the furnishing of the Bond and/or the enforcement of this Agreement, including unpaid premiums, interest, court costs and counsel fees (in-house and outside counsel), and any expense incurred or sustained by reason of making any investigation. To this end Indemnitors promise:

1. To promptly reimburse Company for all sums paid, and
2. To deposit with Company on demand an account sufficient to discharge any claim made against the Company on the Bond. This sum may be used by Company to pay such claim or be held by Company as collateral security against loss or cost on the Bond.

Company shall have the exclusive right to determine whether any claim or suit shall, on the basis of liability, expediency or otherwise, be paid, compromised, defended or appealed.

Indemnitors understand and agree that their obligations hereunder are joint and several. Repeated actions under this Agreement or as otherwise permitted may be maintained by Company without any former action operating as a bar to any subsequent action. Company's release of any one Indemnitor shall not release any other Indemnitor unless otherwise provided by Company in writing. No action or inaction of Company with respect to anyone other than Indemnitors shall relieve the Indemnitors of any obligation owed under this Agreement.

Indemnitors understand and agree that if the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

Indemnitors each waive any defenses that this instrument was executed subsequent to the date of any Bond and acknowledge that such Bond was executed pursuant to agreement to indemnity over an indefinite period.

Indemnitors understand and agree that Company has the right of free access to books, records and accounts of the Indemnitors until Company has been furnished with evidence of discharge on Bonds. Company also has the right to complete any blanks contained in the application or indemnity agreement at the time of execution by Indemnitors.

Indemnitors hereby expressly authorize Company to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Company will, upon request, provide notice whether or not a consumer report has been requested by Company, and if so, the name and address of the consumer reporting agency furnishing the report.

Regardless of the date of signature(s), this Agreement is effective as of the date of the execution of the Bond and is continuous until Company is satisfactorily discharged from liability pursuant to the terms and conditions contained herein. An Indemnitor may terminate participation in this Agreement with respect to future renewals or substitution bonds or undertakings by providing written notice to Company of such intent to terminate. Such notice shall be addressed to FCCI Insurance Group, Attention: Surety Manager, 6300 University Parkway, Sarasota, FL 34240 and shall become effective sixty (60) days after Company's receipt of the same. Termination hereunder shall not relieve the terminating Indemnitor(s) from liability with respect to any renewals or substitution bonds or undertakings issued, or for which Company has obligated itself to issue, before the effective date of termination.

Indemnitors understand and agree that this Agreement shall be governed by the laws of the State of Florida, and that any and all disputes concerning interpretation of or rights under this Agreement shall be brought only in the Twelfth Judicial Circuit of Florida, in and for Sarasota County, Florida, or, in the United States District Court for the Middle District of Florida.

This Agreement may not be changed or modified orally; no change or modification shall be effective unless made by written endorsement executed to form a part hereof.

Attention: per Florida Statute, Section 817.234(1) (b), "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree."

Signed this 5TH day of Jan, 2004

SIGNATURE INSTRUCTIONS:

- If the principal is an individual or a sole proprietorship, then the applicant and their spouse must sign.
- If the principal is a partnership, then all of the partners and their spouses should sign.
- If the principal is a corporation, then the president must sign under legal corporate name with signature attested by corporate secretary under corporate seal. Stockholders must sign as individual indemnitors and their spouses should sign as individual indemnitors.
- If the principal is an LLC, then the members sign under Legal LLC name and the members and their spouse must sign as individual indemnitors.

If INDIVIDUAL or SOLE PROPRIETORSHIP, sign here:

Witness (Sign and Print Name)

Individual

If PARTNERSHIP, sign here:

Partnership Name: _____

Witness (Sign and Print Name)

Partner

Witness (Sign and Print Name)

Partner

Witness (Sign and Print Name)

Partner

If CORPORATION, sign here:

Name of Corporation: _____

Extreme Concrete Services, Inc.
Ron BALDUF

President

Ron BALDUF

Attest (Sign and Print Name)

If LLC, sign here:

Name of LLC: _____

Witness (Sign and Print Name)

Member

Witness (Sign and Print Name)

Member

Witness (Sign and Print Name)

Member

SIGNATURE OF INDEMNITORS

In consideration of the execution by SURETY of the bond herein applied for, the Undersigned, jointly and severally, join in the foregoing Indemnity Agreement.

Indemnitor #1

Indemnitor #1, Spouse, if applicable

Indemnitor #2

Indemnitor #2, Spouse, if applicable

Indemnitor #3

Indemnitor #3, Spouse, if applicable

Indemnitor #4

Indemnitor #4, Spouse, if applicable

1. Ronald Balduf President
 - PO Box 1192 Edgewater, FL 32132

2. N/A

3. Attached

4. N/A

5. Truck 101- 2017 Kenworth T880 Roll-off Truck

Truck 102- 2023 Kenworth T800 Roll- off Truck

Currently have 106 20 yard dumpsters and 4 30 yard dumpsters

6. Extreme Concrete Services, Inc has been doing concrete related work, from Ready Mix concrete to manufacturing concrete block as well as concrete pumping, since 2003. Before that Ronald Balduf used to build houses and still holds his general contractors license. Extreme Concrete has been shifting its business quite a bit in the past 5 years and as of January 2023 we decided to get into the roll-off dumpster business and have been growing quite a bit in that area since then.
7. Volusia County: Contact Lynne Walter 386-943-7889 Lwalter@volusia.org
City of Daytona Beach: Contact Sandra Bass-VanCleef 386-671-8675 vancleefsandra@codb.us
City of New Smyrna Beach: Contact Ami Blakely 386-424-2207 ablakely@cityofnsb.com
8. N/A
9. 1. With the expansion of new home subdivisions in the City of Ormond Beach there is a need for more roll-off dumpsters to keep up with the demand and construction debris associated.
2. All of our vehicles and dumpsters are paid for

State of Florida

Department of State

I certify from the records of this office that EXTREME CONCRETE SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on May 22, 2003.

The document number of this corporation is P03000060014.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 8, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of January, 2024*




Secretary of State

Tracking Number: 2897245221CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/5/2024

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	CONTACT NAME: CAROLYN LINDSAY
SOLES INSURANCE GROUP INC	PHONE (A/C, No, Ext): (941)460-3684
456 S Indiana Avenue	FAX (A/C, No): (941)460-6122
Englewood, FL 34223	E-MAIL ADDRESS: Carolyn@solesins.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: LIBERTY MUTUAL INSURANCE COMPANY
	INSURER B: PROGRESSIVE INSURANCE COMPANY
	INSURER C:
	INSURER D:
	INSURER E: BRIDGEFIELD CASUALTY INSURANCE COMPANY
	INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	BLS63337443	6/22/2023	6/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	03819750-0	6/16/2023	6/16/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-10K COMP/COLL-2,500 \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			USO63337443	6/21/2023	6/21/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
E	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	0196-46348	6/21/2023	6/21/2024	☒ 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)

The City of Ormond Beach is listed as Additional Insured on the General Liability including products and completed operations and Automobile Liability policies of insurance and certificates thereof.

CERTIFICATE HOLDER

CANCELLATION

City of Ormond Beach
Public Works Department
501 N Orchard St.
Ormond Beach, FL 32174

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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City of Ormond Beach AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.H

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Public Safety - Other		
Department:	Public Works - Engineering		
Subject:	CDBG - South Ridgewood Avenue East Side Sidewalk Improvements		
Summary:	This item provides public notice of the City's intent to advertise for competitive bidding for the Community Development Block Grant (CDBG) South Ridgewood Avenue East Side Sidewalk Improvements, 2024-16. On January 23, 2024, with the approval of Resolution 2024-02, the City Commission approved the Subrecipient Agreement with Volusia County for CDBG Fiscal Year (FY) 2023-2024 funding which included the South Ridgewood Ave Sidewalk Improvements as a Department of Housing and Urban Development (HUD) approved eligible activity. The South Ridgewood Avenue East Side Sidewalk Improvements work consists of removing an existing 3'-6" and 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of South Ridgewood Avenue from Granada Boulevard to Central Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Central Avenue to Mound Ave; bid alternate #2 section from Mound Avenue to Fairview Avenue; and, bid alternate #3 section from Fairview Avenue to Division Avenue will be a part of this bid and will be included if sufficient funding is available. Also, bid alternate #4 section from the northeast corner of South Ridgewood Avenue from Tomoka Avenue to Eileen Butts Street will be part of this bid and will be installed with CDBG excess carry over funds. Funding for the Tomoka Avenue section has been approved with the adoption of Resolution 2024-08 (1/23/2024) which approved all associated amendments to CDBG Subrecipient Agreements for CDBG FY 2020-2021, FY 2021-2022 and FY 2022-2023 for this section.		

Financial Impact:	Funding for this project will be derived from CDBG funds. Funds of \$151,828 are available from CDBG FY 2023-2024. Funding for the Tomoka Avenue sidewalk improvements will be derived from the CDBG excess carry over funds in the amount of \$42,590 that are available from CDBG FY 2020-2021, FY 2021-2022 and FY 2022-2023. A budget amendment will be necessary to allocate the additional funds from prior year carry over should this item be approved.
Citizen Impact:	The construction of this new sidewalk will have short-term impacts on the residents and public while the project is being completed. Upon completion, it will provide safe and ADA walkability within this neighborhood.
Recommended Action (Staff, Advisory Board and/or Other):	The City intends to publicly advertise the CDBG South Ridgewood Avenue East Side Sidewalk Improvements for competitive bidding unless otherwise directed by the City Commission.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. _2024-16_PROJECT_MANUAL_MASTER_02-07-24 2. S RIDGEWOOD SIDEWALK_12-12-23
Approval:	Kelly McGuire, Finance Director 2/23/2024 Claire Whitley, Assistant City Manager 2/23/2024 Joyce Shanahan, City Manager 2/29/2024

CDBG – South Ridgewood Ave East Side Sidewalk Improvements

Bid No. 2024-16



City of Ormond Beach

Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

CDBG South Ridgewood Ave East Side Sidewalk Improvements
Ormond Beach, Florida

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CDBG South Ridgewood Ave East Side Sidewalk Improvements
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 **CDBG South Ridgewood Ave East Side Sidewalk Improvements, Bid No. 2024-16** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **April 9, 2024 at 2:00 p.m.**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of removing an existing 3'-6" & 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of South Ridgewood Avenue from Granada Boulevard to the Central Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Central Avenue to Mound Avenue, bid alternate #2 section from Mound Avenue to Fairview Avenue, bid alternate #3 section from Fairview Avenue to Division Avenue will be a part of this bid and will be included if sufficient funding is available. Also, bid alternate #4 section from the northeast corner of South Ridgewood Avenue from Tomoka Avenue to Eileen Butts Street will be part of this bid and will be installed with CDBG excess carry over funds.

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20230191, see **Attachment "A"** in the project manual. 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 **March 26, 2024 at 2:30 p.m.**, in the Training Room at City Hall. All prospective bidders are strongly encouraged to attend. The deadline for submitting questions is **April 2, 2024 at 5:00 p.m.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

END OF SECTION

SECTION 00100 INSTRUCTION TO BIDDERS

00101. Defined Terms

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

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

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

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

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

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

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

This is a federally assisted project and is subject to the Fair Labor Standards Act, which include Davis-Bacon (Certified Payroll), 24 CFR 85.36 (bonding requirements), Section 3 & M/WBE and related acts. Laborers and mechanics employed by general contractors and subcontractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

END OF INSTRUCTION TO BIDDERS

**SECTION 00300
BID**

CONTRACTORS NAME _____ LICENSE NO. _____

**PROJECT IDENTIFICATION: CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE
SIDEWALK IMPROVEMENTS**

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-16

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.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

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

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

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

BID SCHEDULE

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Total Estimated Price</u>
1.	Demolition from Granada Blvd to Central Avenue for Existing 4' Sidewalk, Driveway Aprons & curbing *Approximately 6,532 SF & 70 LF Curbing* Includes Removal and Disposal	LS	\$_____
2.	Install from Granada Blvd to Central Avenue 5' ADA Compliant Sidewalk at 4" depth *Approximately 6,533 SF for sidewalk & 70 LF for curbing modifications * Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	\$_____
3.	Install from Granada Blvd to Central Avenue Right of Way Driveway Aprons at 6" depth *Approximately 813 SF* Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete Complete Restoration (including Bahia sod)	LS	\$_____
4.	Install Seven (7) ADA Detectable Warning Mats (FDOT Approved) from Granada Blvd to Central Avenue & Relocate Sign/Mailboxes as Noted	LS	\$_____
TOTAL BASE BID			\$_____
			(Figures)

(Words)

00300-2

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 1:

1. Demolition from Central Avenue to Mound Avenue for Existing 4' Sidewalk, Driveway Aprons & curbing LS \$ _____
*Approximately 1,903 SF for Sidewalk & 20 LF for curbing *
Includes Removal and Disposal
2. Install Central Avenue to Mound Avenue for 5' ADA Sidewalk at 4" depth LS \$ _____
Approximately 2,072 SF for Sidewalk & 20 LF for curbing modifications
Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)
3. Install from Central Avenue to Mound Avenue Right of Way Driveway Aprons at 6" depth LS \$ _____
Approximately 283 SF
Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)
4. Install Two (2) ADA Detectable Warning Mats (FDOT Approved) from Central Avenue to Mound Avenue LS \$ _____

TOTAL BID ALTERNATE 1 \$ _____
(Figures)

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 2:

1. Demolition from Mound Avenue to Fairview Avenue for Existing 4' Sidewalk, Driveway Aprons & curbing LS \$ _____
*Approximately 1,655 SF for Sidewalk & 20 LF for curbing *
Includes Removal and Disposal
2. Install Mound Avenue to Fairview Avenue for 5' ADA Sidewalk at 4" depth LS \$ _____
Approximately 1,993 SF for Sidewalk & 20 LF for curbing modifications
Includes – Layout, Excavation, Compacted

00300-3

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

Base, 4" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)

3. Install from Mound Avenue to Fairview LS \$ _____
Avenue Right of Way Driveway Aprons at 6" depth
Approximately 280 SF
Includes – Layout, Excavation, Compacted
Base, 6" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)

4. Install Two (2) ADA Detectable Warning LS \$ _____
Mats (FDOT Approved) from Mound Avenue to Fairview Avenue

TOTAL BID ALTERNATE 2 \$ _____
(Figures)

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 3:

1. Demolition from Fairview Avenue to Division LS \$ _____
Avenue for Existing 3'-6" Sidewalk, Driveway
Aprons & curbing
*Approximately 1,692 SF for Sidewalk & 20 LF for curbing *
Includes Removal and Disposal

2. Install Fairview Avenue to Division LS \$ _____
Avenue for 5' ADA Sidewalk at 4" depth
Approximately 1,965 SF for Sidewalk & 20 LF for curbing modifications
Includes – Layout, Excavation, Compacted
Base, 4" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)

3. Install from Fairview Avenue to Division LS \$ _____
Avenue Right of Way Driveway Aprons at 6" depth
Approximately 282 SF
Includes – Layout, Excavation, Compacted
Base, 6" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)

4. Install Two (2) ADA Detectable Warning LS \$ _____
Mats (FDOT Approved) from Central Avenue to Mound Avenue

TOTAL BID ALTERNATE 3 \$ _____
(Figures)

00300-4

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

BID ALTERNATE 4:

1. Demolition from Tomoka Avenue to Eileen Butts Street for Existing 4-5' Sidewalk, Driveway Aprons & curbing LS \$ _____
*Approximately 2,247 SF for Sidewalk & 20 LF for curbing *
Includes Removal and Disposal
2. Install Tomoka Avenue to Eileen Butts Street for 4' & 5' ADA Sidewalk at 4" depth LS \$ _____
Approximately 2,296 SF for Sidewalk & 20 LF for curbing modifications
Includes – Layout, Excavation, Compacted Base, 4" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)
3. Install from Tomoka Avenue to Eileen Butts Street Right of Way Driveway Aprons at 6" depth LS \$ _____
Approximately 245 SF
Includes – Layout, Excavation, Compacted Base, 6" - 3,000 PSI Concrete
Complete Restoration (including Bahia sod)
4. Install One (1) ADA Detectable Warning Mats (FDOT Approved) from Tomoka Avenue to Eileen Butts Street LS \$ _____

TOTAL BID ALTERNATE 4 \$ _____
(Figures)

(Words)

*** Bidder is responsible to verify all takeoffs as this is a lump sum bid. Bid in accordance with the plans, scope and specifications.**

TOTAL FOR BASE BID: \$ _____

TOTAL BID ALTERNATE 1: \$ _____

TOTAL BID ALTERNATE 2: \$ _____

TOTAL BID ALTERNATE 3: \$ _____

00300-5

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

TOTAL BID ALTERNATE 4: \$ _____

GRAND TOTAL FOR BASE BID & BID ALTERNATE 1: \$ _____

GRAND TOTAL FOR BASE BID, BID ALTERNATE 1 & 2: \$ _____

GRAND TOTAL FOR BASE BID, BID ALTERNATE 1, 2 & 3: \$ _____

Scope of Work

The work consists of removing an existing 3'-6" & 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, 4" – 3,000 PSI concrete for sidewalks & 6" – 3,000 PSI concrete for driveway aprons, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of South Ridgewood Avenue from Granada Boulevard to the Central Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Central Avenue to Mound Avenue, bid alternate #2 section from Mound Avenue to Fairview Avenue, bid alternate #3 section from Fairview Avenue to Division Avenue will be a part of this bid and will be included if sufficient funding is available. Also, bid alternate #4 section from the northeast corner of South Ridgewood Avenue from Tomoka Avenue to Eileen Butts Street will be part of this bid and will be installed with CDBG excess carry over funds. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval **prior** to construction. **Note: Proposed cross-slopes can't exceed 2%, and running slopes must be less than 5%. All new concrete will be flush with; or feathered into existing grade as to not create tripping hazards.**

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

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

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

BIDDER recognizes that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

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) Verification of Employment Status Using E-Verify System

(g) **CDBG Requirements and Supplemental Conditions**

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.

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner - Signature)

(General Partner - Typed or Printed)

Business Address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

<u>Item</u>	<u>Supplier</u>
<u>Form Boards</u>	<u></u>
<u>Limerock Base (as needed)</u>	<u></u>
<u>3,000 PSI Concrete</u>	<u></u>
<u>ADA Mats (FDOT Approved)</u>	<u></u>
<u>Bahia Sod</u>	<u></u>

The City of Ormond Beach reserves the right to require any bidder to submit such evidence of qualifications as it may deem necessary and may consider evidence available concerning the financial and other qualifications and abilities of a Contractor. Failure to provide all required information may result in the proposal being **rejected** as nonresponsive. The minimum qualifications for this project are as follows:

1. The contractor must have a minimum five (5) years experience installing projects of a similar scope in nature with verifiable references in the following areas:

Contractor References

Municipal Projects

Project Name / City and State

Contact Information

1.
2.
3.

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

Concrete Sidewalks and/or Parking

Project Name / City and State

Contact Information

1. _____
2. _____
3. _____

Projects Exceeding \$75K as Prime Contractor

Project Name / City and State

Contact Information

1. _____
2. _____
3. _____

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: _____

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

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.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

DRUG-FREE WORKPLACE CERTIFICATION

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

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

Name (signature)

Date

Name (typed or printed)

Title

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

CONFLICT, NON-CONFLICT OF INTEREST STATEMENT
LITIGATION STATEMENT

1.

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

2.

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

BID (Cont'd.)
CDBG – SOUTH RIDGEWOOD AVE. EAST SIDE SIDEWALK IMPROVEMENTS
ORMOND BEACH, FLORIDA

VERIFICATION OF EMPLOYMENT STATUS USING E-VERIFY SYSTEM

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

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

DATE

END OF BID

00300-18

**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 **CDBG South Ridgewood Avenue East Side Sidewalk Improvements, Bid No. 2024-16** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 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 removing an existing 3'-6" & 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of South Ridgewood Avenue from Granada Boulevard to the Central Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Central Avenue to Mound Avenue, bid alternate #2 section from Mound Avenue to Fairview Avenue, bid alternate #3 section from Fairview Avenue to Division Avenue will be a part of this bid and will be included if sufficient funding is available. Also, bid alternate #4 section from the northeast corner of South Ridgewood Avenue from Tomoka Avenue to Eileen Butts Street will be part of this bid and will be installed with CDBG excess carry over funds.

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

CDBG South Ridgewood Avenue East Side Sidewalk Improvements
Bid No. 2024-16

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **120** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions

thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **Three 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 \$ _____, 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:

CDBG South Ridgewood Avenue East Side Sidewalk Improvements

and consisting of 3 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:

CDBG South Ridgewood Avenue East Side Sidewalk Improvements

7.9 Addenda numbers ___ to , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 18, inclusive) marked exhibit _____ (Attach Bid Form only in special circumstances).

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

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

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

Article 8. MISCELLANEOUS

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

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

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

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

This Agreement will be effective on _____, 2024

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**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:

**CDBG South Ridgewood Avenue East Side Sidewalk Improvements
Bid No. 2024-16**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$ _____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

**CDBG South Ridgewood Avenue East Side Sidewalk Improvements
Bid No. 2024-16**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2024.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5. In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

- 16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

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

(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 _____, 2024.

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: **CDBG South Ridgewood Avenue East Side Sidewalk Improvements, Bid No. 2024-16**

The work consists of removing an existing 3'-6" & 4' foot non-ADA deteriorated concrete sidewalk and replacing it with a new 5' foot ADA compliant concrete sidewalk, 4" – 3,000 PSI concrete for sidewalks & 6" – 3,000 PSI concrete for driveway aprons, including ADA compliant detectable mats and curbing in strict accordance with the American Disabilities Act (ADA) requirements on the east side of South Ridgewood Avenue from Granada Boulevard to the Central Avenue per the approved plans, specifications and Invitation to Bid. A bid alternate #1 section from Central Avenue to Mound Avenue, bid alternate #2 section from Mound Avenue to Fairview Avenue, bid alternate #3 section from Fairview Avenue to Division Avenue will be a part of this bid and will be included if sufficient funding is available. Also, bid alternate #4 section from the northeast corner of South Ridgewood Avenue from Tomoka Avenue to Eileen Butts Street will be part of this bid and will be installed with CDBG excess carry over funds. All excavated material must be removed from the project sites. The City will also be responsible to contract with a material testing company but the contractor responsibility to coordinate with them to do the testing. Contractor is responsible to layout/ stake all proposed improvements for City approval prior to construction.

All work done on the sidewalk improvements project must adhere to the **Highway Wage Determination**, FL 20230191, see **Attachment "A"** in the project manual. The work is shown on the Drawings and specified in the Project Manual.

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, lump sum 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: N/A

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:

Agency:

Contact phone number:

EVAC Ambulance Service
Ormond Beach City Hall
Ormond Beach Fire Dept. Administration

(386) 252-4911
(386) 677-0311
(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 FOR CDBG North Ridgewood Avenue East Side Sidewalk Improvements

Bid Item No. 1 Demolition from Granada Blvd to Central Ave for Existing 4' Sidewalk & Driveway Aprons & Curbing

Payment for removing existing 4' wide concrete sidewalk, driveway aprons, and curbing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as

specified on the drawings and project manual.

Bid Item No. 2 Install Granada Blvd. to Central Avenue 5' ADA Compliant Sidewalk at 4" depth & ADA Compliant Curbing Modifications

Payment for constructing 5' ADA compliant sidewalk & ADA compliant curbing modifications at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install Granada Blvd to Central Avenue Right of Way Driveway Aprons at 6" depth

Payment for constructing right of way driveway aprons at 6" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 4 Install ADA Detectable Warning Mats from Granada Blvd. to Central Avenue

Payment for installing ADA detectable warning mats, FDOT approved shall be made at the Contract unit price per each detectable mat in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Also, includes relocation of sign and mailboxes. Payment shall be full compensation for all labor, material and equipment necessary to do the work.

Bid Alternates 1, 2, 3, & 4

Bid Item No. 1 Demolition of Existing 3'-6" & 4' (varies) Sidewalk & Curbing Modifications as specified

Payment for removing existing 5' wide concrete sidewalk and curbing shall be made at the Contract lump sum price and shall be full compensation for all labor and equipment necessary to do the work. Payment shall be full compensation for removal and disposal as specified on the drawings and project manual.

Bid Item No. 2 Install of 5' ADA Compliant Sidewalk at 4" depth & ADA Compliant Curbing Modifications

Payment for constructing 5' ADA compliant sidewalk and ADA compliant curbing modifications at 4" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 3 Install Right of Way Driveway Aprons at 6" depth

Payment for constructing right of way driveway aprons at 6" inch depth at 3,000 PSI shall be made at the Contract lump sum price in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for excavation, disposal, grading, compaction, form work, site restoration, concrete and finishing as specified on the drawings and project manual.

Bid Item No. 4 Install ADA Detectable Warning

Payment for installing ADA detectable warning mats, FDOT approved shall be made at the Contract unit price per each detectable mat in place and accepted and shall be full compensation for all labor, material and equipment necessary to do the work. Payment shall be full compensation for all labor, material and equipment necessary to do the work.

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 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 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements: (Not Applicable)

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

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 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 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 02210 SITE GRADING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. Uniformly grade areas within the limits of site grading under this section, including adjacent transition areas. Smooth finished within specified tolerances, compact with uniform levels or slope between points where elevations area shown, or between such points and existing grades.
- B. The degree of finish required for general site grading will be that ordinarily obtainable from either blade-grader or scraper operations.
- C. Fine grading of finished areas around structures shall be graded smooth and hand raked to meet the elevations and contours shown on the drawings. Lumber, earth, clods, rocks and other undesirable materials shall be removed from the site.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 DITCHES (Not Applicable)

- A. Finish ditches and swales to ensure proper flow and drainage. Conduct final rolling operations to produce a hard, uniform and smooth cross-section.

3.02 LAWN OR UNPAVED AREAS

- A. Finish areas to receive topsoil to within not more than 0.10 feet above or below the required sub-grade elevations, compacted as specified, and free from irregular surface changes.

3.03 WALKS

- A. Shape the surface of areas under walks to line, grade and cross-section, with the finish surface not more than 0.00-feet above or 0.10-feet below the required sub-grade elevation, compacted as specified, and graded to prevent ponding of water after rains.

3.04 PROTECTION OF GRADED AREAS

- A. Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.

END OF SECTION

SECTION 02222
TRENCHING, BACKFILLING AND COMPACTING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

- A. The extent of trenching, backfilling and compacting is shown on the drawings.
- B. This section includes furnishing equipment, labor and materials, and performing all operations necessary and incidental to perform the required work.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 CLEARING OF THE SITE

- A. The site of the work shall be cleared of all trees, shrubs, paving and objectionable material which interfere with the prosecution of the proposed work. Trees and shrubs which will not interfere with construction shall be protected from damage. Clearing shall be considered as an incidental item of excavation.

3.02 EXCAVATION

A. General:

- 1. Perform excavation described of whatever substance encountered to the dimensions and depths specified or shown on the drawings. Undercutting will not be permitted, except when ordered by the ENGINEER. Material suitable for backfill shall be stockpiled near the site. Rock or other material undesirable for backfill shall be spoiled outside the area in a neat manner, as directed by the ENGINEER. Where it is necessary to cut roots projecting into an excavation or where it is necessary to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2-inch diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.

B. Rock:

- 1. Where encountered in the trench bed, rock shall be excavated to a depth of 1/4 of the pipe diameter below the bottom of the pipe but in no case less than 4-inches. All undercut trench excavation shall be backfilled and tamped with materials as specified in the following paragraphs under Unstable Subgrade.

C. Unstable Subgrade:

1. In the event that unsuitable material is encountered at or below the excavation depth specified or shown on the drawings, the ENGINEER shall be notified. Such material shall be removed and replaced with suitable material. Methods and materials used for replacement shall be one of the following as directed by the ENGINEER in writing.
 - a. Suitable earth or sand, compacted in the trench. Materials shall be furnished as a part of the Bid Proposal item covering excavation and backfill.
 - b. Gravel or crushed limerock, compacted in the trench and paid for under the appropriate item.
 - c. Existing materials, stabilized after removal and then replaced and compacted in the trench at no additional cost to the OWNER.
2. The ENGINEER shall determine the methods and materials to be used, based upon the condition of the excavation, the pipe structure to be supported, and the availability and character of stabilizing materials.

D. Trenches:

1. Keep pipe laying operation as close to the excavation operation as possible during the prosecution of the work. The ENGINEER reserves the right to stop the excavation at any time when, in his opinion, the excavation is opened too far in advance of the pipe laying.
2. Pipe trenches shall be only of sufficient width to provide a free working space on each side of the pipe. To prevent excess pressure on the pipe, the maximum width of trench at the top of the pipe and at the bottom of the trench shall not be greater than 2-feet more than the greatest exterior diameter of the pipe. If this maximum width is exceeded, it shall be the CONTRACTOR's responsibility to provide, at no additional cost to the OWNER, such additional bedding or select backfill materials as the ENGINEER may require. The excavation below the spring line shall be made to conform as near as possible to the shape of the lower third of the pipe. To protect the pipe lines from unusual stresses, all work shall be done in open trenches. Excavation shall be made for bells of all pipes and of sufficient depth to permit access to the joint for construction and inspections. In no case will the bells be used to support the body of the pipe.
3. In order to avoid existing utilities, at times it may be necessary for the pipe to be laid deeper than the minimum cover specified in the preceding paragraph. At such time the CONTRACTOR will not be allowed extra compensation for additional excavation involved.
4. In case excavation has been made deeper than necessary, a layer of concrete, fine gravel or other material satisfactory to the ENGINEER shall be placed, at no extra cost, to secure a firm foundation for the lower third of each pipe. Where possible, excavated material shall be placed so as not to interfere with public travel. Bridging shall be

provided to afford necessary access to public or private premises. Bridging shall be considered as part of the excavation operation and shall be supplied at no additional cost to the OWNER.

E. Structural: (For inlets, manholes, and similar structures)

1. Remove sufficient material to allow proper space for erecting and removing forms. The elevations of the bottoms of footings, if shown on the drawings, shall be considered as approximate only, and the ENGINEER may order, in writing, such changes in dimensions or elevations of footings as may be deemed necessary to secure a satisfactory foundation. Excavation for structures shall be sufficient to leave at least 12-inches in the clear between their outer surfaces and the embankment or timber that may be used to protect them. Backfill of earth under structures will not be permitted. Excess excavation for structures shall be filled with thoroughly compacted sand, gravel, or concrete at the expense of the CONTRACTOR.

2. After excavation for a structure is completed, the CONTRACTOR shall notify the ENGINEER to that effect. No concrete or reinforcing steel shall be placed until the ENGINEER has approved the depth of the excavation and the character of the foundation material.

F. Sheet piling and Shoring:

1. The CONTRACTOR shall provide all trench and structural bracing, sheet piling or shoring necessary to construct and protect the excavation, existing utilities, structures and private property of all types and as required for the safety of the employees. Sheet piling shall be removed or cut off by the CONTRACTOR during backfilling operations as directed by the ENGINEER. Removal of shoring for structures shall be done in such a manner as not to disturb or mar finished masonry or concrete surfaces.

3.03 DRAINAGE

A. Grading shall be controlled in the vicinity of excavations so that the surface of the ground will be properly sloped to prevent water from running into trenches or other excavated areas. Any water which accumulates in the excavations shall be removed promptly by well point or by other means satisfactory to the ENGINEER in such a manner as to not create a nuisance to adjacent property or public thoroughfare. Trenches shall be kept dry while pipe is being laid. Bridging of dewatering pipe shall be provided where necessary. Pumps and engines for well point systems shall be operated with mufflers, and at a minimum noise level suitable to a residential area. The CONTRACTOR will not be allowed to discharge water into the OWNER's storm drainage system without the written approval of the ENGINEER. Approval will be subject to the condition that the storm sewer be returned to its original condition.

B. The CONTRACTOR is responsible for carrying the water to the nearest ditch or body of water and for obtaining the necessary permission to use same. The CONTRACTOR shall be financially responsible for any nuisance created due to carrying off water from his drainage system.

3.04 BACKFILL

A. Trenches:

1. Trenches shall be backfilled immediately after the pipe is laid unless other protection for the pipe line is provided. Clean earth, sand, crushed limerock or other material approved by the ENGINEER shall be used for backfill. Backfill material shall be selected, deposited and compacted (simultaneously on both sides of the pipe) so as to eliminate the possibility of lateral displacement of the pipe. Backfill material shall be solidly tamped around the pipes in layers to a level at least 1-foot above the top of the pipe. Each layer shall be compacted to a maximum thickness of 6-inches.
2. In unpaved areas, the remainder of the backfill shall be deposited and then compacted by puddling, water flooding or mechanical tampers. Mechanical tamping of layers in unpaved areas shall be to a maximum thickness of 12-inches. In areas to be paved or repaved, the entire depth of backfill shall be deposited in layers and compacted by hand or mechanical tampers to a maximum thickness of 6-inches. Compaction shall be carried out to achieve a density of at least 98% of the maximum density as determined by AASHTO, Method T-180. Under areas to be paved, puddling may be used for backfill consolidation after tamping to 1-foot over the pipe, as specified, provided the method is first approved by the ENGINEER and the density requirements are met.
3. In areas to be paved, density tests for determination of the specified compaction shall be made by a testing laboratory and spaced one in every 300-feet of trench cut. It is the intent of this specification to secure a condition where no further settlement of trenches will occur. When backfilling is completed, the roadway base for pavement replacement may be placed immediately. It will be the responsibility of the CONTRACTOR to restore the surface to the original grade wherever settlement occurs.

B. Structural:

1. After completion of foundation footings and walls and other construction below the elevation of the final grades, and prior to backfilling, forms shall be removed and the excavation shall be cleared of all trash and debris. Material for backfilling shall consist of the excavation, borrow sand or other approved materials, and shall be free of trash, lumber or other debris. Backfill shall be placed in horizontal layers not in excess of 9-inches in thickness, and have a moisture content such that a density may be obtained to prevent excessive settlement or shrinkage. Each layer shall be compacted by hand or approved machine tampers with extreme care being exerted not to damage pipe or structures. Backfill shall be placed and compacted evenly against the exposed surfaces to prevent undue stress on any surface.

3.05 RESTORATION OF SURFACE IMPROVEMENTS

- #### **A. Roadways, including shoulders, alleys and driveways of shell, limerock, stabilized soil or gravel, grass plots, sod, shrubbery, ornamental trees, signs, fences, or other surface improvements on public or private property which have been damaged or removed in**

excavating, shall be restored to conditions equal to or better than conditions existing prior to beginning work. Restoration of shoulders shall consist of sodding, seeding and mulching, or stabilizing with limerock as selected by the ENGINEER. The cost of doing this work shall be included in the cost of the various applicable items.

B. Materials for unpaved roadways, road shoulders, alleys, or drive-ways, shall be compacted to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The cost of this work and furnishing new materials shall be included in the cost of the applicable items of work as no separate payment will be made, unless a separate bid item is provided.

3.06 FINE GRADING

A. Finished areas around structures shall be graded smooth and hand raked and shall meet the elevations and contours shown on the drawings. Lumber, earth clods, rocks and other undesirable materials shall be removed from the site.

3.07 DISPOSAL OF MATERIAL

A. Such portions of the excavated materials as needed and as suitable, shall be used for backfilling and grading about the completed work to the elevations as shown on the drawings or as directed. Excavated material in excess of the quantity required for this purpose shall be disposed of by the CONTRACTOR. The CONTRACTOR shall leave the earth over the trenches or other excavations in a neat and uniform condition acceptable to the OWNER.

3.08 TESTS

A. The CONTRACTOR shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the OWNER and at such locations as may be recommended by the ENGINEER. The CONTRACTOR shall pay for all tests where the densities, as determined by the specified tests, fall below the required minimums (failed tests).

END OF SECTION

SECTION 02801
RESTORATION OF SURFACE IMPROVEMENTS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The work includes the restoration of driveways, lawn areas, trees and plants, roadways, sprinkler systems, walks and any other existing improvement affected by the proposed work.

This section includes furnishing equipment, labor and materials, and performing all necessary and incidental operations to perform the required work.

1.02 QUALITY ASSURANCE

Standards. Florida Grades and Standards for Nursery Plants, Part 1:

Irrigation Contractor Qualifications. Irrigation Competency Card is required for contractor or sub-contractor doing any irrigation repair, including relocation of heads, lines or valves, or any new irrigation work.

PART 2 - MATERIALS AND EQUIPMENT

2.01 SOD

Sod used for restoration shall match the existing sod in the area. St. Augustine sod shall be replaced with St. Augustine Floratam. In areas without irrigation, Argentina Bahia sod shall be used, unless otherwise directed by the Engineer/Landscape Architect.

Sod shall have well matted roots.

The sod shall be sufficiently thick to secure a dense stand of live grass, with a minimum thickness of two-inches. The sod shall be live, fresh and uninjured at the time of planting. It shall be planted as soon as possible after being dug and shall be shaded and kept moist from the time it is dug until it is planted.

The sod shall be commercial size rectangles measuring 12-inches by 24-inches or larger, except where 6-inch strip sodding is called for on the drawings.

Sod shall be planted as soon as possible after being harvested and shall be shaded and kept moist from the time of harvesting until it is planted.

The source of the sod may be inspected and approved by the Engineer/Architect prior to construction.

2.02 PLANTS

Existing damaged plants shall be replaced by plants of equal type, quality and size whenever possible. All new plants shall be sound, healthy, vigorous and free from defects, decay, disfiguring, bark abrasions, plant diseases, insect pests, their eggs or larvae. The new plants shall be approved by the Engineer/Landscape Architect before placing.

Existing plants may be removed, preserved, and replaced at the Contractors option, in which case, the plants shall be handled and maintained by approved nursery staff.

Plants shall be watered and cared for until new growth appears. Dead and dying plants shall be immediately replaced.

Plants used shall be in accordance with the standards for Florida No. 1 or better, as given in the current "Grades and Standards for Nursery Plants," State of Florida, Department of Agriculture, or their equal as approved by the Engineer/Landscape Architect.

Plants shall conform to the sizes indicated by the Owner.

2.03 MULCH

Mulch for all planter areas shall be shredded cypress or eucalyptus, clean, bright and free from weeds, moss, sticks, and other debris.

2.04 WATER

The water used in the performance of this Contract shall be of drinking water quality, clean and free from injurious amounts of oil, acid, alkali, organic matter, or any substance which might be harmful to plant growth or obnoxious to traffic.

2.05 PLANTING MIXTURE

The planting mixture, when required, shall consist of a thorough mixture of 40% peat and 60% sand. The peat shall be Florihome peat or equivalent and the sand shall be clean and free from debris of any kind.

2.06 FERTILIZER

Fertilizer shall be granular 8-8-8, or equivalent.

Commercial fertilizers shall comply with the State fertilizer laws.

Fertilizer may, at the discretion of the Engineer/Architect, upon satisfactory evidence of its feasibility from the manufacturer, be applied in liquid form.

2.07 ASPHALTIC CONCRETE

Asphaltic concrete for surface and base course applications shall be Type S-9.5 as specified in the Florida Department of Transportation's Standard Specifications for Road and Bridge Construction and shall be in accordance with the project specifications and plans.

2.08 PORTLAND CEMENT CONCRETE

Portland cement concrete used in the performance of this Contract shall have a compressive strength of 3000 psi at 28 days and shall conform to the requirements of Section 03300.

PART 3 - EXECUTION

3.01 LANDSCAPING RESTORATION

All grass areas disturbed by construction shall be restored with the same type of sod as was existing prior to disturbance.

Lawn Areas. Any lawn area affected by the required work shall be restored to a condition equal or better than the conditions existing before the commencement of work.

Balled Plants. Plants where required shall be adequately balled with firm natural balls of soil, sized as set forth in "Grades and Standards". Balls shall be firmly wrapped with burlap or equally approved strong cloth. No balled plant will be planted if the ball is cracked or broken before or during the process of planting.

Option. Plants may be furnished as container grown instead of balled if all other requirements are met.

Preparation of Plant Pits. All plant pits shall be circular in outline and have vertical sides. Tree pits shall be two feet wider than the width of the ball and one foot deeper than the depth of the ball. Shrubs that are either B&B or in 3 gallon and under containers shall have pits that are one foot wider than the width of the plant ball and 6-inches deeper than the depth of the ball.

Setting Plants. All plants except as otherwise specified, shall be centered in pits. Deep planting shall be avoided and unless otherwise specified, plants shall be set at such a level that after settlement they will bear the same relation to the required grade as they have to the natural grade before being transplanted.

Balled and burlapped plants and palms shall be placed on 6-inches to 12-inches of tamped planting mixture and adjusted so as to be at the proper level. The rope and burlap shall be cut away and the burlap folded down to the bottom of the pit. Very large B&B plants shall remain wrapped until fully backfilled and then just the upper portion of the burlap shall be removed. Backfill of planting mix shall be placed halfway up the pit and then water tamped. After this water has drained away, backfill around the edge of the pit to form a saucer and fill area three times with water.

Water. Water to be used initially during plant installation shall be furnished by the Contractor. The existing irrigation system, where damaged, shall be promptly repaired after the installation of the plants.

Sod Placement. The provisions for the preparation of the area to be sodded shall include scarifying and loosening the soil and application of fertilizer. Sodding shall not be performed when weather and soil conditions are, in the Engineer's opinion, unsuitable for proper results.

The sod shall be placed on the prepared surface with edges in close contact, and shall be firmly and smoothly embedded by light tamping with appropriate tools.

Where sodding is used in drainage ditches or ponds, the setting of the pieces shall be staggered, such as to avoid a continuous seam along the line of flow. Along the edges of such staggered areas, the offsets of individual strips shall not exceed 6-inches.

In order to prevent erosion caused by vertical edges at the outer limits, the outer pieces of sod shall be tamped so as to produce a featheredge effect.

On areas where the sod may slide, due to height and slopes, it shall be pegged, with pegs driven through the sod blocks into firm soil and at intervals as shown on the drawings or as directed by the Engineer/Architect.

Any pieces of sod which, after placing, show appearance of extreme dryness shall be removed from the work.

The sod shall be kept in a moist condition after planting and for the duration of the Contract.

Maintenance. Contractor shall maintain the planted areas in a satisfactory condition until final acceptance of the project. Such maintenance shall include mowing, edging, weed control, watering, filling, leveling and repairing of any washed or eroded areas as may be necessary.

3.02 PAVEMENT REPLACEMENT

Asphalt pavement shall be removed by saw cutting on a straight line with edges as vertical as possible. Concrete pavement or asphalt surfaced concrete shall be removed by cutting with a concrete saw in as straight a line and vertically as possible.

Prior to replacing concrete or asphalt pavement replacement, a limerock base shall be laid. The base for concrete pavement shall be six (6) inches of compacted thickness, and that for asphalt pavement shall be twelve (12) inches of compacted thickness for City roadways. The base course for each shall be compacted in two equal layers to a minimum of 98% of the maximum density as determined by AASHTO, Method T-180. The Owner will have tests made by an independent testing laboratory to verify compaction results.

Non-asphalt pavement replacement shall be replaced of like material and thickness. Asphalt or built-up asphalt pavement replacement shall be replaced with like material or concrete as directed by the Engineer/Architect. Where asphalt or built-up asphalt pavement is replaced by concrete,

the concrete shall have a minimum of six (6) inches in thickness and be reinforced with 6 by 6 No. 6 gage welded wire fabric. Where the pavement replacement is of like material, it shall be replaced in thickness equal to or better than that existing at the time of removal.

Unless the base is sealed or other temporary paving applied over driveway areas to be repaved, pavement shall be replaced not later than three weeks after completion of backfill.

3.03 CURB REMOVAL AND REPLACEMENT

Curb removal and replacement required in the construction of this work shall be done by the Contractor. Reasonable care shall be exercised in removing the curb, and the Contractor shall either stockpile or dispose of this material as directed by the Engineer/Architect. Curb shall be replaced of like material in a manner and condition equal to or better than that existing at the time of removal.

3.04 TESTS

The Contractor shall furnish facilities for making all density tests and make such restorations as may be necessary due to test operations. All density tests on backfill or base replacement will be made by a commercial testing laboratory employed by the Owner and at such locations as may be recommended by the Engineer/Architect. If the densities as determined by the specified tests fall below the required minimums, the Contractor shall pay for all retests.

END OF SECTION

SECTION 02822
SODDING (RESTORATION ONLY)

PART I - GENERAL

1.01 SCOPE OF WORK:

- A. Provide all labor, materials, equipment and incidentals required to prepare lawn bed and install sodding in accordance with the drawings and as specified.

1.02 WORK SPECIFIED ELSEWHERE (N/A):

- A. Section 02441 - Landscape Irrigation System
- B. Section 02800 - Landscape Planting

1.03 SUBMITTALS:

- A. Submit representative sod samples for approval by Landscape Architect.
- B. Submit certifications for sod supplier.

1.04 QUALITY ASSURANCE:

- A. Sod shall be grown by a certified Florida State Plant Board approved SOD FARM.

PART II - PRODUCTS

2.01 SOD:

- A. Sod shall be Paspalum notatum (Bahia), with compacted growth and good root development. Provide for areas as shown on plans.
- B. Sod shall be certified to meet Florida State Plant Board specifications, absolutely true to varietal type, and free from weeds or other objectionable vegetation, fungus, insects and disease of any kind.
- C. Before being cut and lifted the sod shall have been mowed (3) times with final mowing not more than a week before cutting into uniform dimensions.

2.02 SOIL CONDITIONERS:

A. Fertilizer:

1. Fertilizer shall be complete fertilizer, the elements of which are derived from organic sources. Fertilizer shall be a standard product complying with State and Federal fertilizer laws.
2. Percentages of nitrogen, phosphorus and potash shall be based on laboratory tests on soils outlined in Paragraph 1.03(I) of Section 02800 -Landscaping Planting and approved by the Landscape Architect. For purpose of bidding, assume 8% nitrogen, 8% phosphorus and 8% potash by weight. At least 50% of the total nitrogen shall contain no less than 3% water-insoluble nitrogen.
3. Fertilizer shall be delivered to the site, mixed as specified, in the original unopened standard size bags showing weight, analysis and name of manufacturer. Containers shall bear the manufacturer's guaranteed statement of analysis, or a manufacturers certificate of compliance covering analysis shall be furnished to the Landscape Architect. Store fertilizer in a waterproof place and in such a manner that it will be kept dry and its effectiveness will not be impaired.

- B. Superphosphate shall be composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than 20% available phosphoric acid.

PART III - EXECUTION

3.01 LAWN BED PREPARATION:

- A. Areas to be sodded shall be cleared of all rough grass, weeds, and debris and the ground brought to an even grade as approved.
- B. The soil shall then be thoroughly tilled to a minimum 8 inch depth.
- C. Superphosphate at a rate for bidding purposes of 5 pounds per 1000 square foot and complete fertilizer at a rate for bidding purposes of 16 pounds per 1000 square foot shall be evenly distributed over entire area and cross-disked in to a depth of 4-6 inches.
- D. The areas shall then be brought to proper grade, free of sticks, stones, or other foreign matter over 1-inch in diameter or dimension. The surface shall conform to

finish grade, less the thickness of sod, free of water retaining depressions, the soil friable and of uniformly firm texture.

3.02 SOD HANDLING AND INSTALLATION

- A. During delivery, prior to planting, and during the planting of the lawn areas, the sod panels shall at all times be protected from excessive drying and unnecessary exposure of the roots to the sun. All sod shall be stacked during construction and planting so as not to be damaged by sweating or excessive heat and moisture. No sod shall remain stacked for periods longer than five days of original field preparation. Any sod left stacked for longer than five days shall be rejected, removed from site and replaced by the Contractor at no additional expense to the Owner.
- B. After completion of soil conditioning as specified above, sod panels shall be laid tightly together so as to make a solid sodded lawn area. On mounds and other slopes the sod panels shall be staggered to prevent water channelization, with the short dimension of the sod laid perpendicular to the slope. Immediately following sod laying the lawn areas shall be rolled with a lawn roller customarily used for such purposes, and then thoroughly watered.
- C. Bring the sod edge in a neat, clean manner even with the edge of all paving and shrub areas. Top dressing with approved, clean, weed free, sand may be required at no additional cost to the Owner if deemed necessary by the Landscape Architect.

3.03 MAINTENANCE:

- A. The Contractor shall produce a dense, well established lawn. The Contractor shall be responsible for the repair and resodding of all eroded or bare spots until project acceptance. Repair sodding shall be accomplished as in the original work except that fertilizing may be omitted.
- B. Sufficient watering shall be done by the Contractor until final acceptance to maintain adequate moisture for optimum development of the lawn areas. Sodded areas shall receive no less than 1.5 inches of water per week or as directed by Landscape Architect.
- C. Mow sodded lawn area as soon as sod is rooted sufficiently to permit mowing. Mowing shall be the Contractor's responsibility until final acceptance is given. All mowing shall be done in accordance with standard horticulture practices.
- D. Do not permit new lawn areas to grow in excess of 4" high for bahia and 4" high for St. Augustine during maintenance period.

- E. After an established stand of grass has been accepted by the Owner or his representative, the Owner assumes all responsibility for maintenance; however, it is the contractor's responsibility to instruct the Owner in proper maintenance procedures.

3.04 REPAIRS TO LAWN AREAS DISTURBED BY CONTRACTOR OPERATIONS

- A. Lawn areas planted under this Contract and lawn areas outside the designated areas damaged by Contractor's operations shall be repaired at once by proper sod bed preparations, fertilizing and resodding, in accordance with these specifications.

3.05 ACCEPTANCE:

- A. For the purpose of establishing an "Acceptance" standard, the following criteria is to be used:
- B. Sod shall be healthy, well-rooted, even colored, viable, free of weeds, open joints and bare spots.

3.06 GUARANTEE AND REPLACEMENT:

- A. All sod shall be guaranteed for a period of three (3) months after the date of acceptance by the Owner. All sod areas shall be full, without bare spots, healthy, and even colored.

END OF SECTION

SECTION 03300 CONCRETE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. Work consists of the forming, mixing, placing and curing concrete for use in small structures, sidewalk, and curb replacement.

1.02 QUALITY ASSURANCE

A. Concrete may be standard design and product of commercial ready-mix or transit-mix supplier conforming to the following requirements:

<u>Class</u>	<u>Cement Content per cubic yard</u>	<u>Minimum 28-day Strength (lb. per sq. in.)</u>
Structural	6.25 bags or 600 pounds	4000
Non-Structural	5.75 bags or 560 pounds	3000

B. Job mixes of small quantities shall conform to the same requirements.

1.03 SUBMITTALS

A. Compressive strength tests, when required by the Engineer, shall be made by breaking standard 6-inch diameter by 12-inch high test specimens prepared, cured and broken in accordance with the ASTM C31 and C39. Three specimen test cylinders shall be taken from each concrete pour of three cubic yards. One additional test cylinder shall be taken for quantities up to one truck load. Test specimens shall be taken in the presence of the Engineer. One cylinder from each pour shall be broken at seven days, the remainder at twenty-eight days. Additional test cylinders may be ordered for determining the characteristics of a new design mix or changes in equipment or methods, and under adverse weather or curing conditions.

B. Slump test shall be made in accordance with ASTM C143, and shall be made whenever directed by the Engineer.

C. Responsibility for Tests and Reports:

1. The Contractor shall supply all cylinder molds, slump cones, tools and labor for preparing specimens, and shall provide clean, moist sand or burlap for curing. Cylinders shall be shipped to the testing laboratory until the third day following preparation, and shall be protected from accidental damage at all times.

2. The test cylinders shall be tested in a recognized commercial testing laboratory.

1.04 DELIVERY AND STORAGE

A. Ready-mixed concrete delivered shall be accompanied by delivery tickets showing the following:

Date and time leaving plant
Type of cement and weight
Quantity of water and time added
Additive (if any).

B. Bulk or bagged cement or bagged concrete mix shall be stored off the ground in a sheltered area.

PART 2 - PRODUCTS

2.01 CEMENT

A. Portland cement shall conform to the latest revision of Federal and/or ASTM Specifications enumerated below:

1. For general concrete construction, ASTM C150, Type I.
2. Type II (meeting ASTM C150) cement shall be used in all areas where the concrete will be subjected to a hydrogen sulfide environment (i.e., direct contact with groundwater).

2.02 AGGREGATES

A. Fine Aggregate:

1. Fine aggregate shall be clean, hard, strong, durable, uncoated particles of natural sand.
2. The fine aggregate shall be reasonably well graded from coarse to fine.

B. Coarse Aggregate:

1. Coarse aggregate shall be washed and consist of hard, tough, durable components, free from adherent coatings, salt, alkali, vegetable matter, and shall not contain an excessive number of soft, friable, thin or elongated particles. Coarse aggregate shall be properly graded from fine to coarse to produce concrete of the desired strength, density, and workability.

2. Where the cover over reinforcing is two inches or more, the maximum size of aggregate shall be 1-1/2 inches. Where the cover over reinforcing is less than two inches, the maximum size of aggregate shall be 3/4-inch. The maximum size of aggregate shall not exceed one-fifth of the narrowest dimension between forms nor three-fourths of the minimum clear spacing between reinforcing bars.

2.03 BAGGED CONCRETE MIX

A. For very small amounts of concrete a premixed sand, gravel and cement in 40 lb. (1/3 cu. ft.) or 80 lb. (2/3 cu. ft.) bags may be used. The Engineer must give approval for its use.

2.04 ADMIXTURES

A. The design mix may be based upon the use of such admixtures as the designer may select to improve the workability, plasticity or rate of curing of the concrete.

2.05 MIXING WATER

A. The water used in mixing concrete shall be fresh, clean and free from injurious amounts of oil, acid, alkali, or organic matter.

B. Water from any source other than a municipal water supply shall be shown by test to comply with Florida State Department of Transportation requirements for mixing water.

2.06 STEEL BAR AND WIRE FABRIC REINFORCEMENT

A. The reinforcing shall be fabricated to the proper shapes and dimensions. Before placing, all reinforcements shall be thoroughly cleaned of rust, mill scale and/or coatings.

B. Reinforcing bars shall conform to the requirements of ASTM A615, Grade 60 including hoops and stirrups.

C. Reinforcing steel shall be detailed, fabricated and placed according to the methods and standards recommended in the "Manual of Standard Practice for Detailing Reinforced Concrete Structures" of the American Concrete Institute.

D. Splices in reinforcing mats shall be staggered. Horizontal mats shall be supported on metal chairs with all sills or pads below subgrade. Spacers shall be provided for wall and column steel and shall be removed as the concrete is placed.

E. Wire fabric, unless otherwise shown or specified, shall be 6-inches by 6-inches by W1.4 x W1.4 woven or electrically welded wire fabric conforming to the requirements of ASTM A185.

PART 3 - EXECUTION

3.01 FORMS

A. Material:

1. Forms shall be of wood, metal, or other approved materials, shall be built true to line and grade, mortar-tight, adequately braced and supported, and sufficiently rigid to prevent

displacement or sagging. Metal forms shall be of a type and manufacture acceptable to the Engineer. Plywood, fiberboard, or absorptive type form linings may be used where appropriate.

2. Form work shall be constructed conforming to ACI 347 Chapter 2. Joints of sectional forms shall be located in a modular manner with as few fillers as possible. Voids in plywood and joints between form modules used for concrete exposed to view or hydraulic action shall be filled with silicone sealant and shall be tool smooth. Profile items such reglets and anchors shall be securely fastened with flush mechanical fasteners.

3. Pours shall not be scheduled until all erection and bracing of form work has been completed.

3.02 CONCRETE PLACING

A. Concrete shall not be placed until forms and reinforcing have been inspected.

B. Concrete shall be placed with the aid of mechanical vibrating equipment supplemented by hand forking or spading. Vibration shall be transmitted directly to the concrete and not through the forms. The duration of vibration at any location in the forms shall be held to the minimum necessary to produce through consolidation.

C. Concrete shall be compacted and worked in an approved manner into all corners and angles of the forms and around reinforcement and embedded fixtures in such a manner as to prevent segregation of the coarse aggregate.

D. Before depositing new concrete on or against concrete which has set, the existing surfaces shall be cleaned of all laitance, foreign matter and loose particles, and slushed with a neat cement grout. Grout for horizontal construction joints shall be of cement and fine aggregate in the same proportions as in the concrete to be placed, and shall be from 1/2- to 1-inch thickness.

E. The concrete shall be placed by suitable equipment as nearly as possible to its final location and without any segregation of the aggregate. Free vertical drop shall not exceed three feet.

3.03 CONCRETE CURING

A. Water for curing shall be clear and entirely free from any elements which might cause staining or discoloration.

B. Concrete shall be kept wet by covering with water, water saturated covering, or by alternate methods which will keep all surfaces continuously wet, for a period of seven days.

C. Where wood forms are left in place during curing, they shall be kept wet at all times.

3.04 WEATHER PROTECTION

A. No concrete shall be mixed or placed when the air temperature in the shade and away

from artificial heat is as low as 40 degrees F., and falling. Concrete may be mixed and placed when the air temperature in the shade and away from artificial heat is 35 degrees Fahrenheit, and rising.

B. Fresh concrete shall be protected from rain, flowing water and mechanical injury.

3.05 CONCRETE FINISHING

A. Slabs, Walks and Pavements shall be brought to a true and even finish by power or hand-floating. The surface shall be floated to a true, smooth finish. Troweling shall be the minimum to obtain a smooth, dense surface and shall not be done until the mortar has hardened sufficiently to prevent excess fine material from being worked to the surface. All walk and pavement surfaces, shall, immediately after troweling, be lightly broomed. The brooming shall be sufficient to mark the surface without appreciably disturbing the troweled finish.

END OF SECTION

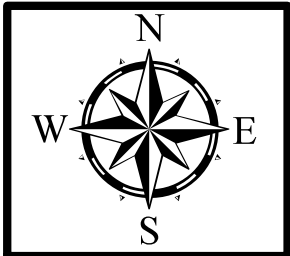
Location Map





**SOUTH RIDGEWOOD AVE
EAST SIDE SIDEWALK
IMPROVEMENTS**

Prepared By: The City of Ormond Beach
G.I.S. Department - December 12, 2023



CDBG Requirements



Part of the Advertisement/RFP for any CDBG Project

This is a federally assisted project and is subject to Federal Labor Standards which include, the Davis-Bacon Act (payment of prevailing wage rates) and the Copeland Act (anti-kickback of wages & submission of weekly certified payroll reports), as well as other provisions including 24 CFR 85.36 (bonding requirements), and Section 3 & M/WBE. Laborers and mechanics employed by primary contractors and sub-contractors performing construction work on this project shall be paid wages at rates not less than the prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act. The prime contractor is responsible for the enforcement of wage compliance and support documentation for the duration of the project and may be held liable for wage restitution. The applicable information regarding the laws and regulations stated above are included in the bid packet.

SUPPLEMENTAL CONDITIONS FOR FEDERALLY ASSISTED PROJECTS

The supplemental conditions contained in this section are intended to cooperate with, to supplement, and to modify the general conditions and other specifications. In case of disagreement with any other section of this contract, the Supplemental Conditions shall govern. This contract is funded in whole or in part with federal funds made available from the U.S. Department of Housing and Urban Development (HUD). The contractor and all of its subcontractors shall comply with these federal provisions. The contractor shall include these supplemental conditions in all subcontracts.

1. Davis-Bacon Act
2. Copeland "Anti-Kick Back" Act
3. Federal Labor Standards
4. Build America, Buy America Act
5. Environmental Compliance
6. Lead Based Paint Requirements
7. Historic Preservation
8. Energy Efficiency
9. Flood Disaster Protection
10. Special Equal Opportunity Provisions
11. Section 3
12. Conflict of Interest
13. Utilization of Minority and Women-owned Businesses
14. Fair Housing Laws
15. Drug Free Workplace
16. Debarred Contractors
17. Lobbying
18. Access to Records
19. Records Retention

Attachment I - Federal Labor Standards Provisions

Attachment II - Section 3 Clause

1. Davis- Bacon Act- 29 CFR Parts 1,3,5,6 and 7

The contractor agrees to comply with the requirements of the Davis-Bacon Act, which requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on federally funded construction projects in excess of \$2,000. A Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications and the minimum wage rates (and fringe benefits, where prevailing) that workers who perform work in those classifications must be paid.

2. Copeland "Anti-Kickback" Act- 18 USC 874 and 40 USC 276c; 29 CFR Part 3

The contractor and subcontractor(s) shall comply with the requirements of the Copeland "Anti-Kickback" Act as supplemented in the U.S. Department of Labor regulations 29 CFR Part 3. The Copeland Act makes it a federal crime for anyone to require any laborer or mechanic (employed on a federally assisted project) to kickback (i.e. give up or pay back) any part of their wages. The Copeland Act requires every contractor and subcontractor to submit weekly payroll reports (certified payroll) and regulates permissible payroll deductions.

3. Federal Labor Standards

The project or program to which the construction work covered by this contract pertains is a federally assisted project and the Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance. See Attachment 1 for a complete copy of these labor standards.

4. Build America, Buy America (BABA) Act

The Grantee 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.

5. Environmental Compliance- Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and EPA Regulations- 42 U.S.C. 1857(h)

The contractor shall comply with the requirements of the Federal Clean Air Act and the Federal Water Pollution Control Act, as amended. Requirements for compliance with these regulations apply to contracts and subcontracts in amounts in excess of \$100,000. all applicable standards, orders, or requirements issued under (), (33 U.S.C. 1368), Executive Order 11738, and U.S. Environmental Protection Agency regulations (40 C.F.R. Part 15).

6. Lead- Based Paint Requirements- 24 CFR Part 35

All housing that is assisted by the contractor through this project with federal funds is subject to the lead-based paint requirements, found at 24 CFR Part 35. These rules apply to properties that were constructed prior to 1978, and require:

- Certain disclosures (in the form of notices) to occupants and applicants about any known or potential lead-based paint hazards
- Testing, assessing, and stabilization or reduction of lead-based paint hazards in accordance with established procedures, based on activity type and level of Federal assistance (for rehabilitation)
- Use of safe work practices
- Certain provisions included in all contracts and subcontracts related to lead-based paint
- Ongoing maintenance to monitor controls put in place to limit the hazards associated with the presence of lead-based paint.

7. Historic Preservation- 16 USC 470; 36 CFR Part 800

The contractor's performance may be subject to the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties.

8. Energy Efficiency

The contractor shall comply with any mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

9. Flood Disaster Protection- 42 USC 4001

The contractor's performance may be subject to the Flood Disaster Protection Act of 1973 which requires that activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program must be obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including housing rehabilitation.)

10. Special Equal Opportunity Provisions

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended

(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under.)

During the performance of this contract, the Contractor agrees as follows:

- i. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- ii. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer seeking forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants be considered without regard to race, color, religion, sex or national origin.
- iii. Contractors shall incorporate foregoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

During the performance of this contract, the contractor agrees as follows:

- i. Section 202 Equal Opportunity Clause
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are

treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers representatives of the Contractors commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Rules, Regulations, and Relevant Orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.

C. Certification of Non-segregated Facilities- E.O. 11246; 41 CFR Part 60-1.8

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/She certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is violation of the Equal Opportunity Clause of this contract. As used in this certification, the term segregated facilities means any waiting rooms, work eating areas, time clocks, locker rooms, and other storage or dressing areas, transportation and housing facilities provided for employees

which are in fact segregated on the basis of race, color, religion, or otherwise. He/She further agrees that (except where he/she has obtained identical certifications from proposed subcontractors prior to the award of subcontractors have submitted identical certifications for specific time periods).

D. Equal Employment Opportunity- Title VII of the Civil Rights Act of 1964 E.O. 11246

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Americans with Disabilities Act of 1990- E.O. 11250; 42 U.S.C 12131; 24 CFR Part 35

The contractor shall not exclude on the basis of handicap persons from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

F. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national original, or sex is excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

G. Section 504 of the Rehabilitation Act of 1973- 29 USC 794, 24 CFR Parts 8 and 9

- i. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- ii. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iii. In the event of the Contractors noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- iv. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be

prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractors obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

- v. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or their contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- vi. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

H. Age Discrimination Act of 1975- 42 U.S.C. 6101, et seq; 24 CFR Part 146

The contractor shall comply with the Age Discrimination Act of 1975, which provides that no person, on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program, or activity receiving Federal Financial assistance.

I. NSP 3 Vicinity Hiring and Contracting Preference-

A contractor that is awarded a project involving the use of NSP3 funds, as provided by the Dodd-Frank "Wall Street Reform and Consumer Protection Act" of January 5, 2010, sec 1497 (a)(8), is required to take actions to hire employees who reside in the vicinity of NSP3-funded projects, and provide contracting opportunities to small businesses that are owned and operated by residents in this vicinity.

11. Section 3- 24 CFR Part 75

The contractor shall comply with the purposes of the Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701U) (Section 3) and ensure that employment and other economic opportunities generated by HUD funded programs, to the greatest extent feasible, and consistent with Federal, State, and local laws and regulations, be directed to low- and very-low income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

12. Conflict Of Interest- 24 CFR Part 85.36 and 24 CFR Part 570.611

No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.

13. Utilization Of Minority And Women Firms (M/WBE)- 24 CFR Part 85 (e)

The contractor shall take affirmative steps to assure that M/WBE firms are utilized when possible as suppliers and/or subcontractors, as applicable.

Prior to contract award, the contractor shall document efforts to utilize M/WBE firms, including identifying what firms were solicited as suppliers and/or subcontractors, as applicable. Information regarding certified M/WBE firms can be obtained from:

- State of Florida at 904-487-4698 (all goods and services)
- State of Florida at 904-921-7370 (construction services, particularly highway)
- Minority Business Development Center in most major cities
- Local government M/WBE programs in many large counties and cities

14. Fair Housing Laws

The contractor shall comply with the Fair Housing Act, and related laws that prohibit discrimination on the basis of race, color, national origin, religion, sex, familial status and handicap in the provision of housing, including rental, purchase, advertising, financing, insurance and multi-family housing on the basis of race, color, national origin, religion, sex, familial status and handicap. The requirements of the Fair Housing Act (42 U.S.C. 3601-20) and implementing regulations at 24 CFR part 100; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1958-1063 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing) and implementing regulations at 24 CFR part 107; and title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1 shall apply to any housing related contract awarded hereunder.

15. Drug Free Workplace- 41 USC 701, 24 CFR Part 21

The Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1988. The Contractor certifies to comply with the drug-free workplace requirements in accordance with the Act, and with U.S. Department of Housing and Urban Development regulations.

16. Debarred Contractors

This project is subject to requirements prohibiting use of federal funds to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor, subcontractor or subrecipient during any period of federal debarment, suspension, or placement of ineligibility status. The County is required to check the eligibility status of all contractors, subcontractors, and subrecipients against the federal publication that lists debarred and ineligible contractors. This list can be found on the The System for Award Management (SAM) at <https://www.sam.gov>

16. Lobbying

The Contractor certifies, to the best of his or her knowledge and belief, that:

- A.** No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.
- D.** This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

17. Access to Records- 24 CFR Part 85.42 (e) & (f)

The contractor shall give access to all records, pertinent books, documents, papers or other records related to this contract to the awarding agency, the County of Volusia, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, and any of their duly authorized representatives for the purpose of making audit, examination, excerpts, and transcriptions as needed.

18. Records Retention- 24 CFR Part 85.42 (a)-(d)

The contractor shall comply with the CDBG records retention regulations. Financial, program, supporting, and other records pertinent to this contract and the grant program shall be maintained for five years after the local government makes final payment and all other pending matters are closed.

Attachment I

FEDERAL LABOR STANDARDS PROVISIONS

U.S. Department of Housing
And Urban Development

HUD-4010
(7/03)

Applicability

The project or program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR-5.5(a)(1)(iv); also regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its sub-contractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
 - (b)** If the contractor and the laborers and mechanics employed in the classification (if known, or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent to HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (approved by the Office of Management and Budget under OMB control number 1215-0140.)
 - (c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate). HUD or its

designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee with the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

- (d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1) (b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federally contract with the same prime contractor, or any other Federally assisted contract subject to Davis Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violation have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payroll and basic records. Payroll and basic records related thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b) (2) (B) of the Davis bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely, all of the information required to be maintained under 29 CFR Part 5.5(a) (3) (i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5 (a) (3) (i) and that such information is correct and complete:

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been fully paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than the permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of WH-347 shall satisfy the requirement of submission of the: "Statement of Compliance" required by paragraph A.3. (ii)(b) of this section

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3.(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available shall be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, which is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is

performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the training program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its

subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a) (1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of ... influencing in any way the action of such Administration....makes, utters or publishes any statement knowing the same to be false shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanic" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basis rate of pay for all hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is greater.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth on subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in sub paragraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontracts to include these clauses in any lower tier subcontracts, The prime contractor shall be responsible for compliance by any

subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor, by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96).

(3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Wage and Hour Division

Instructions For Completing Payroll Form, WH-347

- - [WH-347](#) (PDF)
- OMB Control No. 1235-0008, Expires 07/31/2024.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If all deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to

each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W.,Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html.

Topics	Worker Rights	For Employers	Resources	Interpretive Guidance	State Laws	News
 Wage and Hour Division An agency within the U.S. Department of Labor 200 Constitution Ave NW Washington, DC 20210 1-866-4-US-WAGE 1-866-487-9243 www.dol.gov FEDERAL GOVERNMENT+ White House Coronavirus Resources Disaster Recovery Assistance DisasterAssistance.gov USA.gov Notification of EEO Violations No Fear Act Data U.S. Office of Special Counsel A to Z Index LABOR DEPARTMENT+ About DOL Guidance Search Español Office of Inspector General Subscribe to the DOL Newsletter Read the DOL Newsletter Emergency Accountability Status Link WHD PORTALS+ YouthRules! Wage Determinations						
Connect With DOL f t @ v in Site Map Important Website Notices Privacy & Security Statement						

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

Rev. Dec. 2008
OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐				ADDRESS																
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION				PROJECT OR CONTRACT NO.												
(1)	(2)	(3)	(4) DAY AND DATE	(5)	(6)	(7)	(8) DEDUCTIONS				(9)									
NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	OT OR ST	HOURS WORKED EACH DAY							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	FICA	WITH- HOLDING TAX			OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
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Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Date _____

I, _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by _____ on the _____
(Contractor or Subcontractor)
_____ ; that during the payroll period commencing on the _____
(Building or Work)
_____ day of _____, _____, and ending the _____ day of _____, _____,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have
been or will be made either directly or indirectly to or on behalf of said
_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly
from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part
3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948,
63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are
correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the
applicable wage rates contained in any wage determination incorporated into the contract; that the classifications
set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship
program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and
Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered
with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ — in addition to the basic hourly wage rates paid to each laborer or mechanic listed in
the above referenced payroll, payments of fringe benefits as listed in the contract
have been or will be made to appropriate programs for the benefit of such employees,
except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ — Each laborer or mechanic listed in the above referenced payroll has been paid,
as indicated on the payroll, an amount not less than the sum of the applicable
basic hourly wage rate plus the amount of the required fringe benefits as listed
in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR
SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 3729 OF
TITLE 31 OF THE UNITED STATES CODE.

Superseded General Decision Number: FL20220191

State: Florida

Construction Type: Highway

County: Volusia County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	12/15/2023

* ELEC0915-004 12/04/2023

	Rates	Fringes
ELECTRICIAN.....	\$ 33.59	42.5%+\$0.35

* SUFL2013-052 08/19/2013

	Rates	Fringes
CARPENTER.....	\$ 15.68 **	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work.....	\$ 13.97 **	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine).....	\$ 15.57 **	0.00
HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13 **	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48 **	0.00
IRONWORKER, REINFORCING.....	\$ 15.38 **	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist).....	\$ 11.36 **	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 14.05 **	0.00
LABORER: Common or General.....	\$ 10.55 **	0.00
LABORER: Flagger.....	\$ 13.09 **	0.00
LABORER: Grade Checker.....	\$ 14.66 **	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 12.58 **	0.00
LABORER: Pipelayer.....	\$ 13.46 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.96 **	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.91 **	0.00
OPERATOR: Bulldozer.....	\$ 15.23 **	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44 **	0.00
OPERATOR: Crane.....	\$ 22.04	0.00
OPERATOR: Curb Machine.....	\$ 18.45	0.00
OPERATOR: Drill.....	\$ 13.04 **	0.00
OPERATOR: Forklift.....	\$ 10.43 **	0.00

OPERATOR: Gradall.....	\$ 14.71 **	0.00
OPERATOR: Grader/Blade.....	\$ 18.20	0.00
OPERATOR: Loader.....	\$ 14.01 **	0.00
OPERATOR: Mechanic.....	\$ 17.52	0.00
OPERATOR: Milling Machine.....	\$ 15.63 **	0.00
OPERATOR: Oiler.....	\$ 16.67	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.88 **	0.00
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 15.97 **	0.00
OPERATOR: Roller.....	\$ 13.01 **	0.00
OPERATOR: Scraper.....	\$ 12.21 **	0.00
OPERATOR: Screed.....	\$ 14.66 **	0.00
OPERATOR: Trencher.....	\$ 14.25 **	0.00
PAINTER: Spray.....	\$ 19.57	0.00
TRAFFIC SIGNALIZATION:		
Traffic Signal Installation.....	\$ 14.25 **	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.28 **	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28 **	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 16.25	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96 **	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.57 **	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20) or 13658 (\$12.15). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a

new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720

Minority & Women Business Reporting Form (MWBE)
Information and Instructions for Contractors & Subcontractors

Reporting

This report shall be completed by all contractors and subcontractors for reporting contract and subcontract activities for construction projects as required by the County of Volusia Community Assistance Division. Subcontracts of less than \$10,000 must be reported individually only if such contracts represent a significant portion of the total contracting activity.

- Section 7a:
 - ✓ **Amount of Contract/Subcontract:** Enter the dollar amount rounded to the nearest dollar. If subcontractor ID number is provided in 7f, the dollar figure would be for the subcontract only and not for the prime contract.
- Section 7b:
 - ✓ **Type of Trade:** Enter the numeric code which best indicates each contractor's/subcontractor's service type. If subcontractor ID number is provided in 7f, the type of trade code would be for the subcontractor only and not for the prime contractor.
 - * The "other" category includes supply, professional services, and all other activities except construction and education/training activities
- Section 7c:
 - ✓ **Business Racial/Ethnic/Gender Code:** Enter the numeric code which best indicates the racial/ethnic/gender character of the owner(s) and controller(s) of 51% of the business. When 51% or more is not owned and controlled by any single racial/ethnic/gender category, enter the code which seems most appropriate. If the subcontractor ID number is provided, the code would apply to the subcontractor and not the prime contractor
- Section 7d:
 - ✓ **Women Owned Business:** Enter "yes" or "no" to if each listed agency is women owned
- Section 7e:
 - ✓ **Contractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the Prime Contractor as the unique identifier of the prime recipient of HUD funds. Note that the Employer (IRS) Number must be provided for each contract/subcontract awarded.
- Section 7f:
 - ✓ **Subcontractor Identification Number:** Enter the Employer (IRS/FEIN) Number of the subcontractor as the unique identifier for each subcontract awarded from HUD funds. When the subcontractor ID number is provided, the respective Prime Contractor ID Number must also be provided.
- Section 7g:
 - ✓ **Contractor/Subcontractor Business Name and Address:** Enter this information for each firm receiving contract/subcontract activity only one time on each report for each firm.

County of Volusia Community Assistance Division - Contract and Subcontract - Minority and Women Business Reporting Form

Project Name: _____

Amount of Contract or Subcontract 7a.	Type of Trade Code (See below) 7b.	Contractor or Subcontractor Business Racial/Ethnic (See below) 7c.	Woman Owned Business (Yes or No) 7d.	Prime Contractor Identification Number (IRS/FEIN) 7e.	Subcontractor Identification Number (IRS/FEIN) 7f.	Contractor/Subcontractor Business Name and Address 7g.				
						Business Name	Street	City	State	Zip

Name/Title: _____

Signature: _____

Date: _____

**7b: Type of Trade Codes:
CPD**

- 1 = New Construction
- 2 = Education/Training
- 3 = Other

**7c: Racial/
Ethnic Codes**

- 1= White Americans
- 2= Black Americans
- 3= Native Americans
- 4= Hispanic American
- 5= Asian/Pacific American



Section 3 Information

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low- and very low income persons; particularly those who are recipients of government assistance for housing or residents of the community in which the Federal assistance is provided.

What is a Section 3 Business Concern?

A business concern meeting at least one of the following criteria, documented within the last six-month period:

- Owned and controlled by at least 51% low- or very low-income persons;
- Over 75% of the labor hours performed for the business over the prior three-month period performed by Section 3 workers;
- Owned and controlled by at least 51% current public housing residents or residents currently living in Section-8 assisted housing

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:

- A worker whose annual income is at or below the 80% income limit as established by HUD
- A worker employed by a documented Section 3 Business Concern
- A worker that is a YouthBuild participant

What is a Targeted Section 3 Worker?

For Community Development funded projects, a Targeted Section 3 worker is:

- A worker employed by a documented Section 3 Business Concern; or
- A worker who currently fits, or if hired on or after 11/30/20 fit, one the following categories, as documented:
 - A worker living within the service area of the project, as defined at § 75.5; or
 - A worker that is a YouthBuild participant

Are there contract provisions related to Section 3?

Yes; all contracts for Section 3 covered projects must include language applying Section 3 requirements to any subrecipient agreement or contract for a Section 3 project. Sub-recipients, contractors and subcontractors for a Section 3 project must meet the requirements of § 75.19, regardless of whether Section 3 language is included in related agreements or contracts.

What information is required for Section 3 Reporting?

For Community Development funded projects, the following may be required:

- Section 3 Business Concern Certification
- Section 3 Project Workforce form
- Section 3 Certification form, when applicable
- Supporting documents for those claiming status as of Section 3 Business Concerns, Section 3 Worker, and/or Section 3 Targeted Worker
- Any other information requested by Volusia County to ensure Section 3 compliance



Section 3 Business Concern Certification

This document must be completed and returned from the primary bidder with their bid submission. Bids submitted for certain federally assisted projects that do not include this completed document may be considered non-responsive and not be eligible for award.

This document may be required from all sub-contractors prior to project award as well.

Project Name: _____
Agency Name: _____
Contact person: _____ Title: _____
Address of business: _____
Telephone number: _____ Fax number: _____
E-mail address: _____
Federal Employer Identification Number/SSN: _____

1. Type of business:

(Check one) ☐ Corporation ☐ Sole Proprietorship ☐ Partnership ☐ Joint Venture

2. Type of Contractor for project: (Check one) ☐ Prime Contractor ☐ Sub-Contractor

3. Check where applicable and provide required documentation*:

☐ The business is **NOT** claiming a Section 3 Business Concern status.

☐ The business **IS** claiming a Section 3 Business Concern status based on the following:

☐ 51% or more of the business is owned and controlled by low- or very low-income persons

2021 AMI → Maximum annual gross income for very low-income individual: \$ 22,900

Maximum annual gross income for low-income individual: \$ 36,650

☐ Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers

☐ 51% or more of the business is owned and controlled by current public housing residents or residents currently living in Section-8 assisted housing

**To be considered; documentation from within the last six-month period for the criteria selected must be provided.*

I certify to the best of my knowledge that the information contained here within is true and correct.

Print name: _____

Signature: _____

Date: _____

Title: _____

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Section 3 Project Workforce

Project Name: _____ Agency Name: _____

This document must be completed by the Prime Contractor and all Sub-Contractors. It must be returned to, and approved by, Community Assistance at least 1 week prior to the pre-construction meeting.

The following is a list of employees may perform physical on-site work on this project. All areas should be completed and the Wage Classification **must** include the title(s) from the project wage decision that is/are best suited to the actions the worker will perform on-site for the project.

If a worker is eligible under a Section 3 Worker or Section 3 Targeted Worker status, please have the Section 3 Certification Form completed and return with this Section 3 Project Workforce form.

Employee Name	ID #	Hire Date	Wage Classification	Phone Number	Residential Address	Claiming Section 3 status?

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.



County of Volusia
Community Assistance
121 W. Rich Avenue
DeLand, FL 32720



Section 3 Certification

Employer Name: _____

Employee name: _____ ID #: _____

Status being claimed: ☐ Section 3 Worker ☐ Section 3 Targeted Worker

The Section 3 Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because:

☐ My gross annual income from the last calendar year was: \$ _____; my w-2 or paystubs are attached

☐ I am a Public Housing or Section 8 Housing recipient; current documentation showing this is attached

Employee Signature

Date

☐ **Certification by employer**

This employee is certified as a Section 3 Worker because:

☐ Their gross annual income from the last calendar year was: \$ _____; current documentation showing this is attached

☐ They were hired after 11/30/20 and their gross annual income for the first year was: \$ _____; documentation showing this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

Employer Signature & Title

Date

The Section 3 Targeted Worker status is being certified in the following manner:

☐ **Self-Certification by employee**

I am self-certifying as a Section 3 Worker because I am a YouthBuild participant; documentation supporting my current enrollment is attached.

Employee Signature

Date

☐ **Certification by employer**

This employee is certified as a Section 3 Targeted Worker because:

☐ Their residence is within the project service area as defined at § 75.5; documentation supporting this is attached

☐ We are a business concern and they are an employee; see Section 3 Business Concern Certification and supporting documentation

Employer Signature & Title

Date

NOTE: Volusia County shall maintain this form and supporting documentation a minimum of five years in the project files for review during monitoring. The contractor must retain a copy of the reports in their files for a minimum of five years after completion of the project.

24 CFR PART 85.36 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments

Compliance with the following bonding requirements is mandatory.

Proof of bonding will be verified prior to issuance of the notice to proceed.

(h) Bonding requirements.

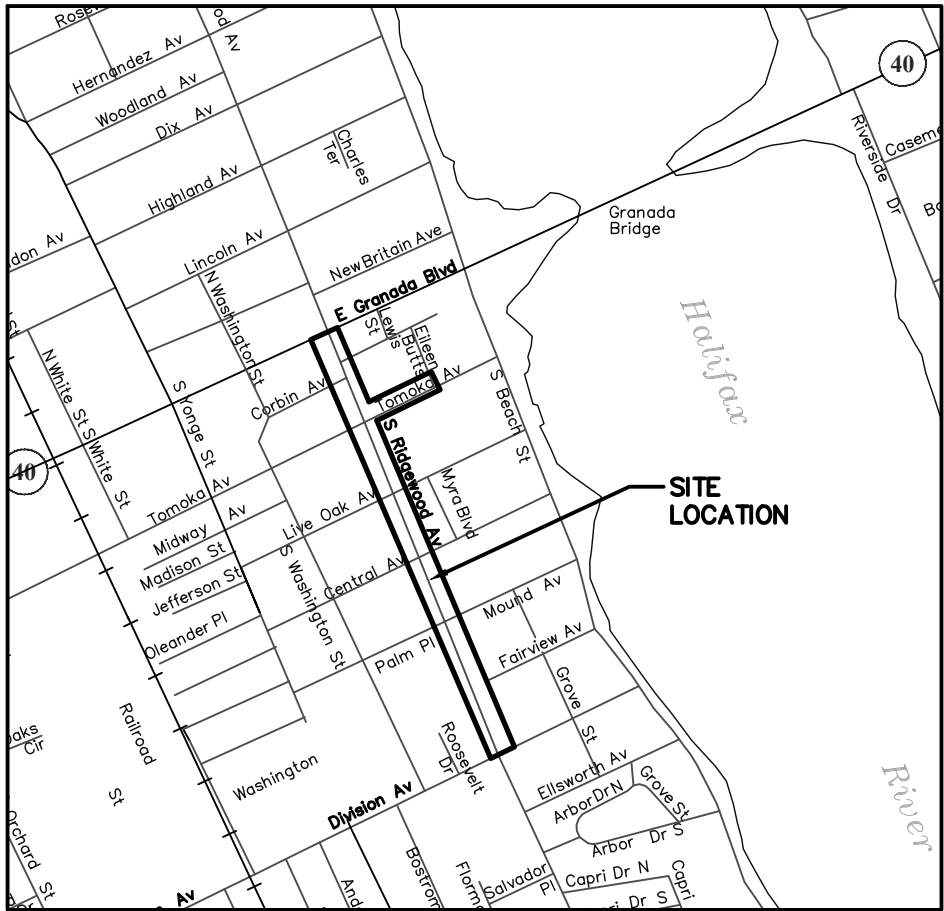
For construction or facility improvement contracts or subcontracts exceeding the simplified acquisition threshold, the awarding agency may accept the bonding policy and requirements of the grantee or sub grantee provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements shall be as follows:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

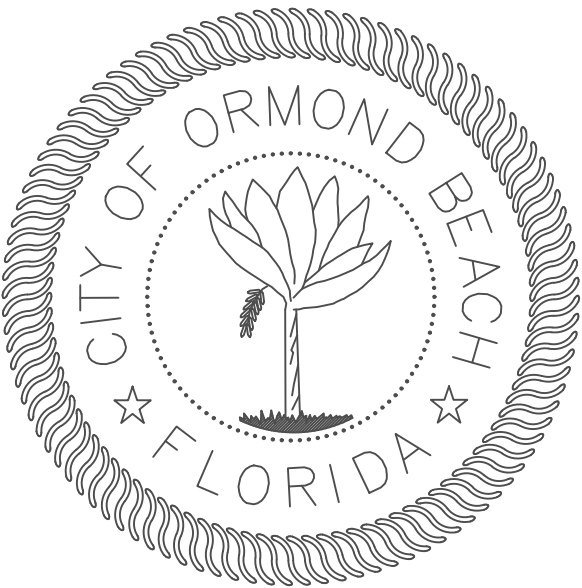
CITY OF ORMOND BEACH

CDBG - SOUTH RIDGEWOOD AVE EAST SIDE SIDEWALK IMPROVEMENTS BID NO.: 2024-16

 - SITE LOCATION



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET & PROJECT LOCATION MAP
2	KEY SHEET
3	QUANTITIES
4	DEMOLITION PLAN
5	DEMOLITION PLAN
6	DEMOLITION PLAN
7	DEMOLITION PLAN - ALTERNATES 1 & 2
8	DEMOLITION PLAN - ALTERNATES 2 & 3
9	DEMOLITION PLAN - ALTERNATE 3
10	DEMOLITION PLAN TOMOKA AVE - ALTERNATE 4
11	SIDEWALK PLAN
12	SIDEWALK PLAN
13	SIDEWALK PLAN
14	SIDEWALK PLAN - ALTERNATES 1 & 2
15	SIDEWALK PLAN - ALTERNATES 2 & 3
16	SIDEWALK PLAN - ALTERNATE 3
17	SIDEWALK PLAN TOMOKA AVE - ALTERNATE 4
18	CONSTRUCTION DETAILS & NOTES
19	CONSTRUCTION DETAILS & NOTES
20	MOT: SIDEWALK CLOSURE FDOT 102-660
21	MOT: SIDEWALK CLOSURE FDOT 102-660

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1

TRAVIS SARGENT, ZONE 2

SUSAN PERSIS, ZONE 3

HAROLD BRILEY, ZONE 4

CITY MANAGER

JOYCE SHANAHAN

DRAWINGS ARE TO SCALE AT 11X17



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

KEY SHEET

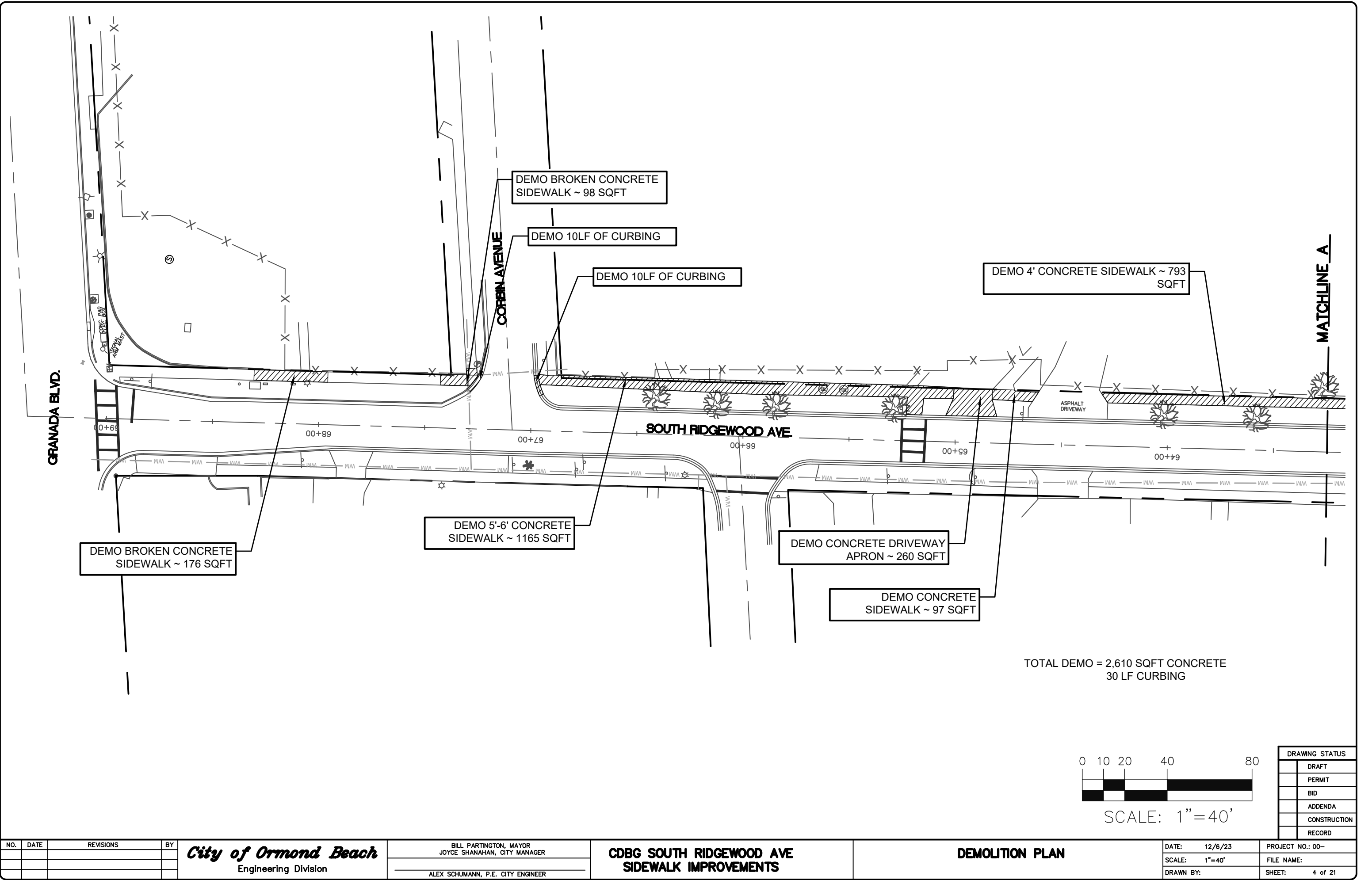
DATE: 12/6/23	PROJECT NO.: 00--
SCALE: NTS	FILE NAME:
DRAWN BY: MC	SHEET: 2 of 21

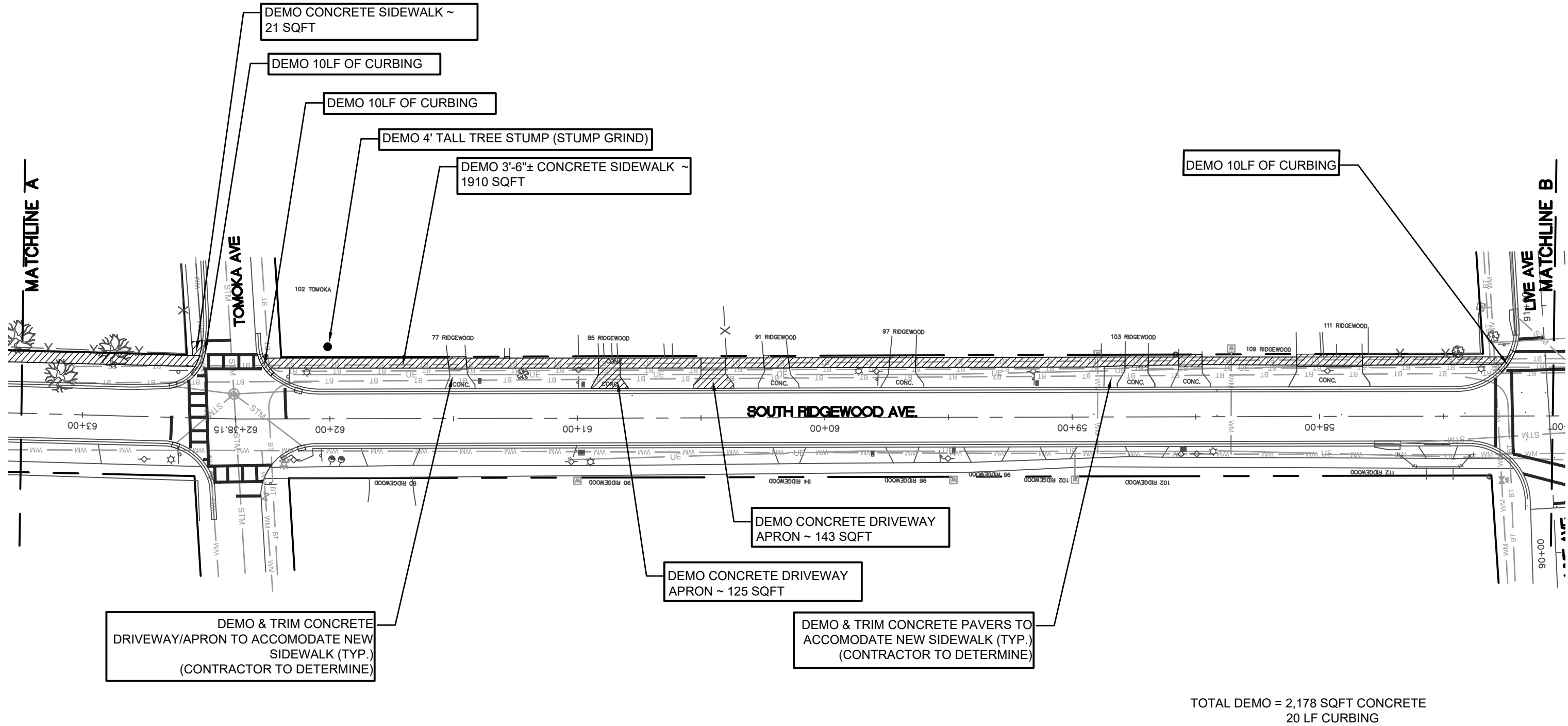
DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

QUANTITIES					
DEMOLITION	BASE BID	ALT 1	ALT 2	ALT 3	ALT 4
PAY ITEMS	QTY.				
DEMO; CURBING (LF)	70	20	20	20	20
DEMO; CONCRETE SIDEWALK & DRIVEWAY APRONS (SQFT)	6,532	1,903	1,655	1,692	2,247
CONSTRUCTION	BASE BID	ALT 1	ALT 2	ALT 3	ALT 4
PAY ITEMS	QTY.				
CONCRETE CURBING (LF)	70	20	20	20	20
CONCRETE SIDEWALK; 5' WIDE (SQFT)	6,533	2,072	1,993	1,965	2,296
CONCRETE DRIVEWAY APRONS; 6" THICK (SQFT)	813	283	280	282	245
ADA DETECTABLE WARNING SURFACE (FDOT APPROVED) (EA)	7	2	2	2	1
RELOCATE SIGN & MAILBOXES	1 SIGN & 2 MB	—	—	—	—
COMPLETE SITE RESTORATION WITH BAHIA SOD (SQFT)	465 + ALL DISTURBED AREAS (INCLUDES ALTERNATES)				394 + RESTORATION

– BIDDER IS RESPONSIBLE TO VERIFY ALL TAKEOFFS AS THIS IS A LUMP SUM BID. BID IN ACCORDANCE WITH THE PLANS, SCOPE AND SPECIFICATIONS.

– THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING THE FINISHED SLAB FROM ALL DAMAGE AND VANDALISM UNTIL THE CITY ACCEPTS OR APPROVES THE SLAB. ANY SLAB SECTION DAMAGED OR VANDALIZED PRIOR TO ACCEPTANCE OR APPROVAL SHALL BE CUT OUT BETWEEN JOINTS AND REPLACED. REPAIRS ARE NOT ACCEPTABLE.

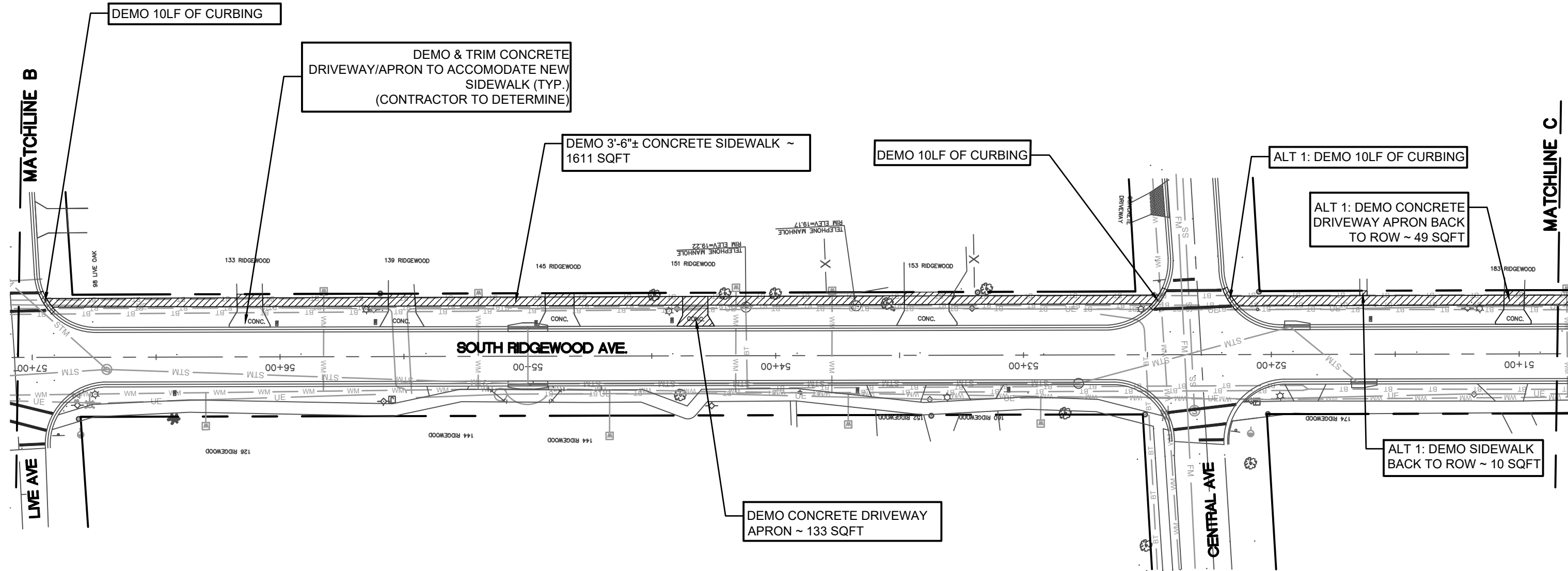




DRAWING STATUS								DATE: 12/6/23		PROJECT NO.: 00--	
DRAFT								SCALE: 1"=40'		FILE NAME:	
PERMIT								DRAWN BY:		SHEET: 5 of 21	
BID											
ADDENDA											
CONSTRUCTION											
RECORD											

NO.	DATE	REVISIONS	BY	City of Ormond Beach		CDBG SOUTH RIDGEWOOD AVE		DEMOLITION PLAN		DATE: 12/6/23		PROJECT NO.: 00--	
				Engineering Division		SIDEWALK IMPROVEMENTS				SCALE: 1"=40'		FILE NAME:	
										DRAWN BY:		SHEET: 5 of 21	

BILL PARTINGTON, MAYOR											
JOYCE SHANAHAN, CITY MANAGER											
ALEX SCHUMANN, P.E. CITY ENGINEER											



TOTAL DEMO = 1,744 SQFT CONCRETE
20 LF CURBING

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

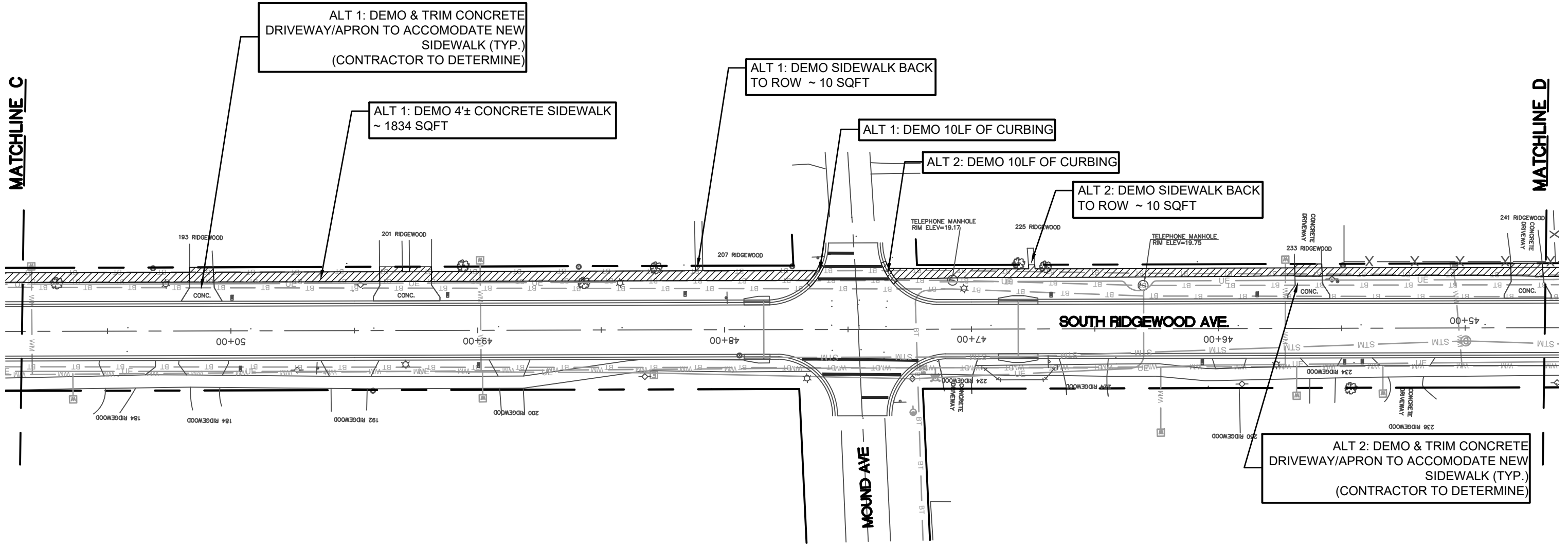
**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

DEMOLITION PLAN

DATE:	12/6/23	PROJECT NO.:	00-
SCALE:	1"=40'	FILE NAME:	
DRAWN BY:		SHEET:	6 of 21

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

MATCHLINE C



MATCHLINE D

ALT 1: TOTAL DEMO = 1,903 SQFT CONCRETE
20 LF CURBING

DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

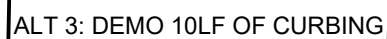
ALEX SCHUMANN, P.E. CITY ENGINEER

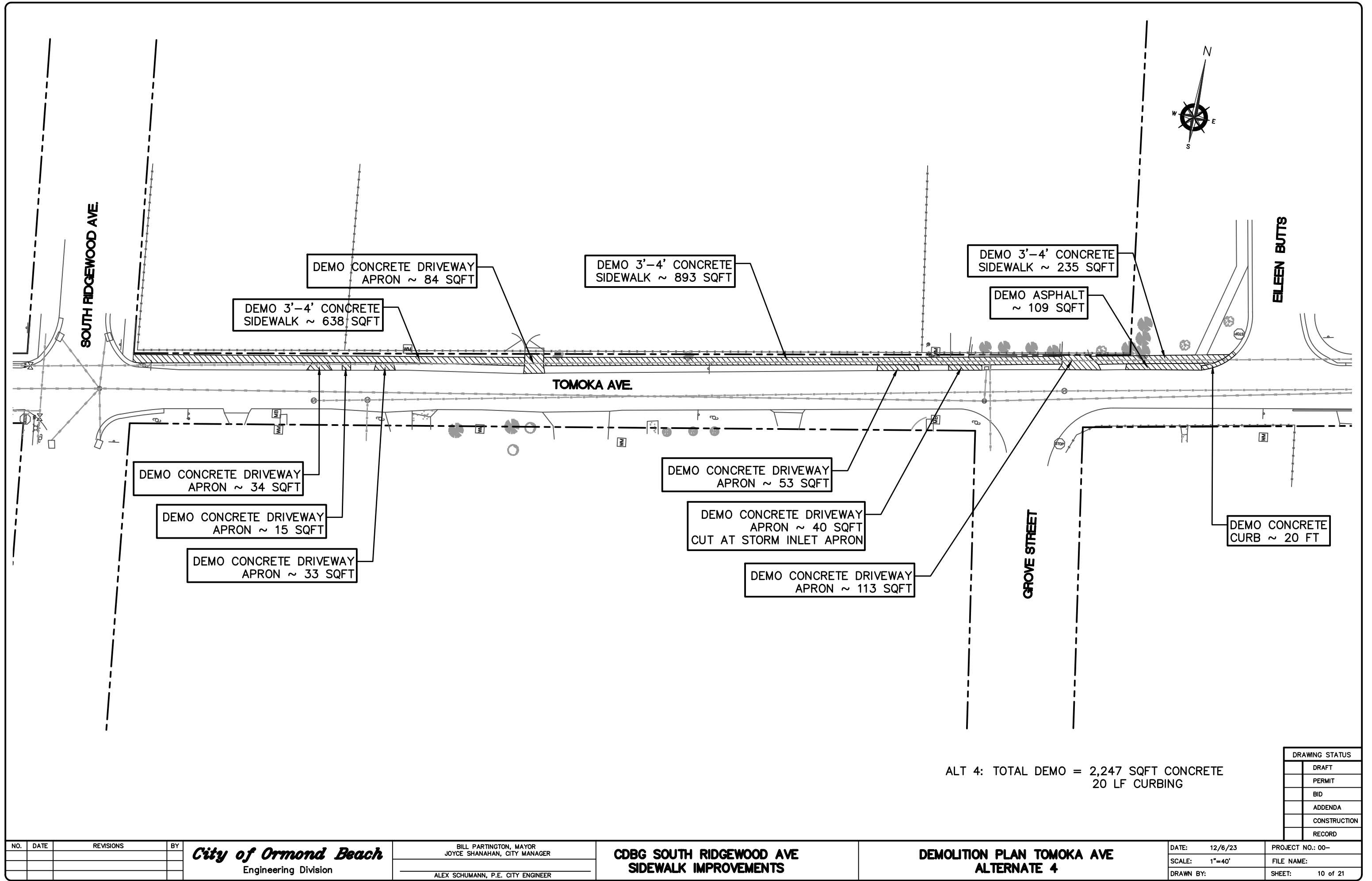
**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

**DEMOLITION PLAN
ALTERNATES 1 & 2**

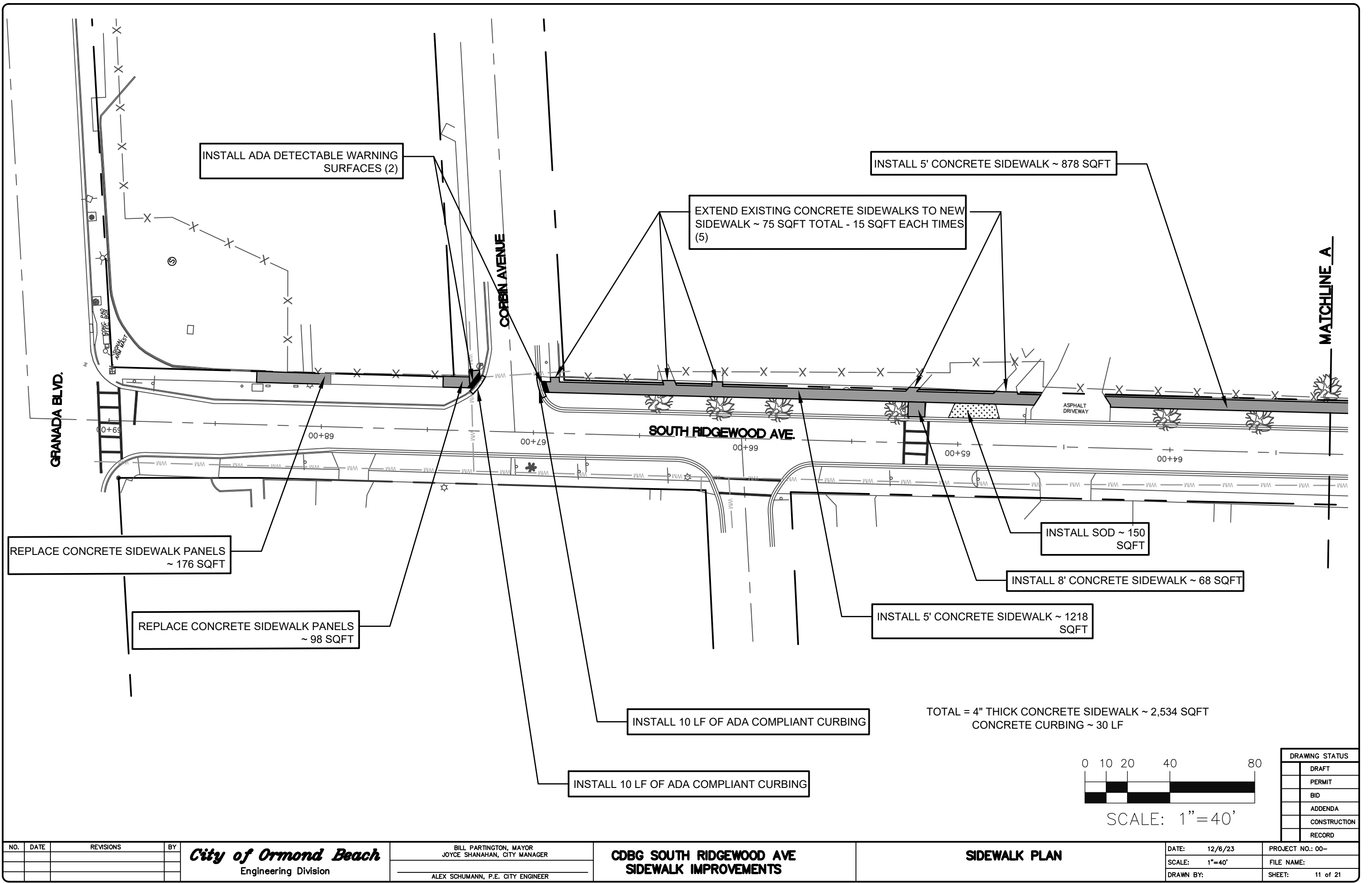
DATE: 12/6/23
SCALE: 1"=40'
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PROJECT NO.: 00-
FILE NAME:
SHEET: 7 of 21

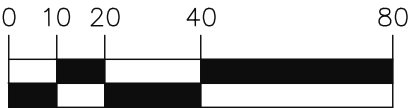




DRAWING STATUS															
NO.	DATE	REVISIONS	BY	City of Ormond Beach				CDBG SOUTH RIDGEWOOD AVE				DEMOLITION PLAN TOMOKA AVE			
				Engineering Division				SIDEWALK IMPROVEMENTS				ALTERNATE 4			
				Bill Partington, Mayor								DATE: 12/6/23			
				Joyce Shanahan, City Manager								SCALE: 1"=40'			
				Alex Schumann, P.E. City Engineer								DRAWN BY:			
												PROJECT NO.: 00-			
												FILE NAME:			
												SHEET: 10 of 21			



TOTAL = 4" THICK CONCRETE SIDEWALK ~ 2,534 SQFT
CONCRETE CURBING ~ 30 LF



SCALE: 1"=40'

DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

NO.	DATE	REVISIONS	BY

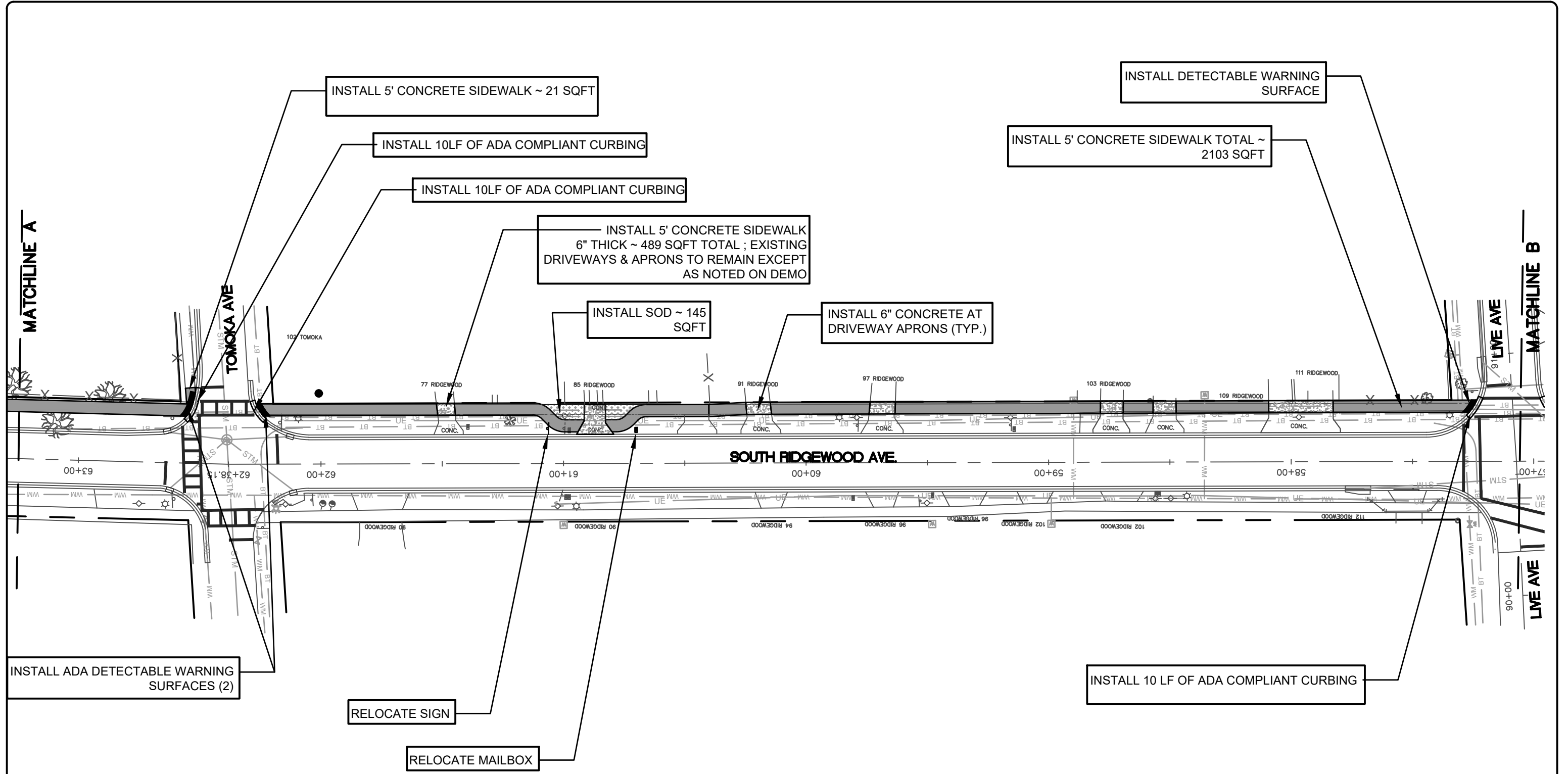
City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

SIDEWALK PLAN

DATE: 12/6/23	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 11 of 21



TOTAL = 4" THICK CONCRETE SIDEWALK ~ 2,103 SQFT
6" THICK CONCRETE DRIVEWAY APRON ~ 489 SQFT
CONCRETE CURBING ~ 20 LF

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

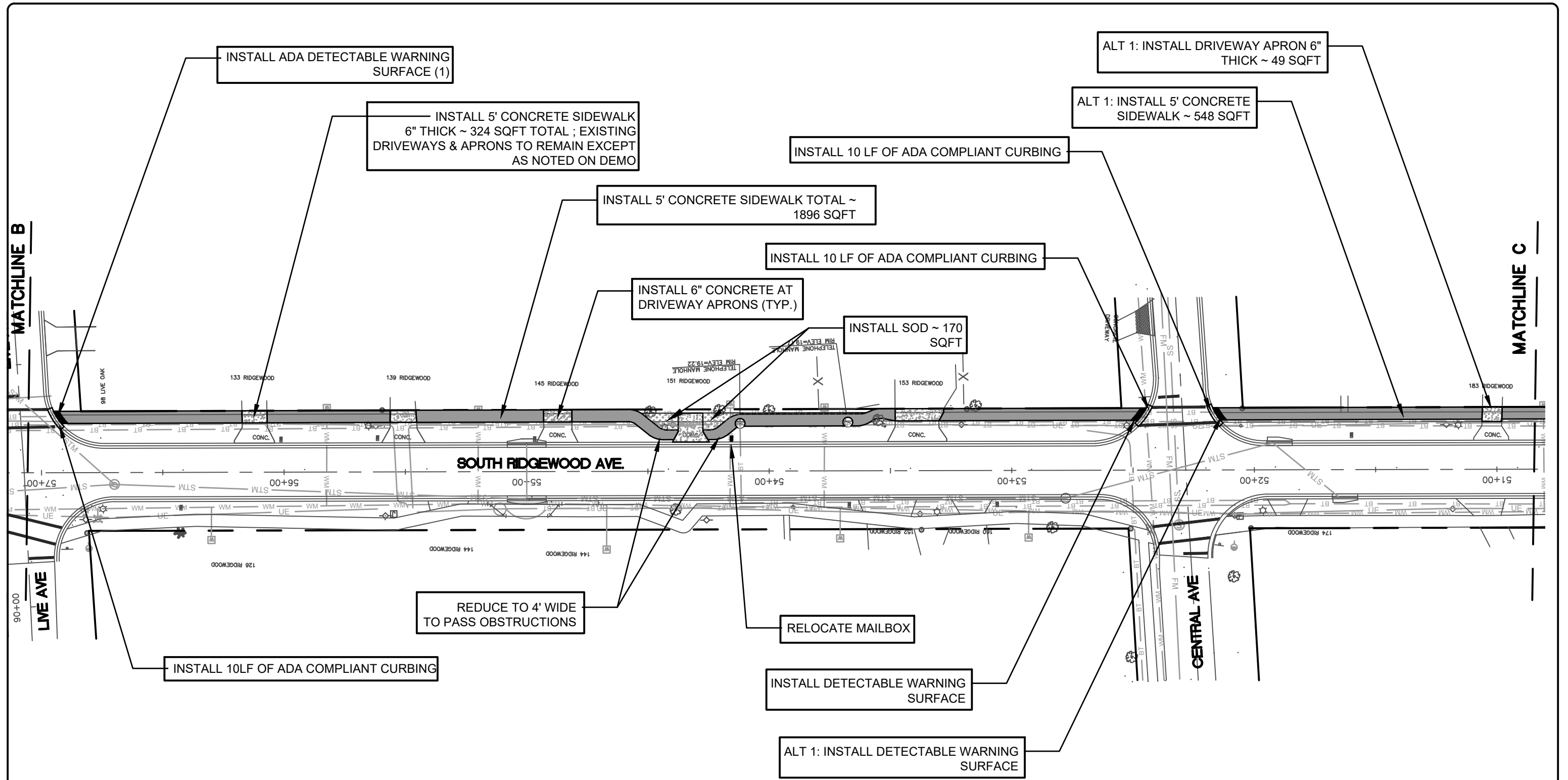
ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

SIDEWALK PLAN

DATE: 12/6/23	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 12 of 21

DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD



TOTAL = 4" THICK CONCRETE SIDEWALK ~ 1,896 SQFT
6" THICK CONCRETE DRIVEWAY/APRON ~ 324 SQFT
CONCRETE CURBING ~ 20 LF

ALT 1: TOTAL = 4" THICK CONCRETE SIDEWALK ~ 2,072 SQFT
6" THICK CONCRETE DRIVEWAY/APRON ~ 283 SQFT
CONCRETE CURBING ~ 20 LF

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

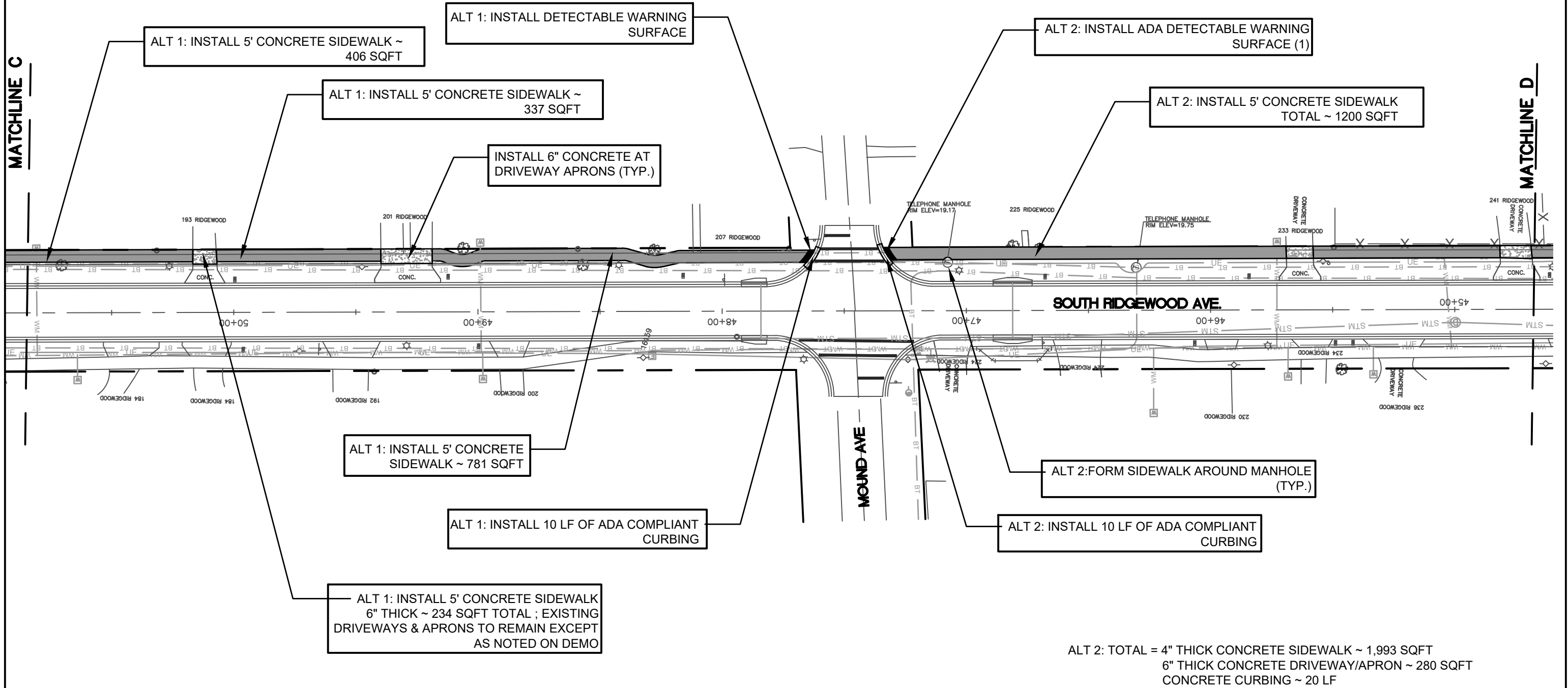
SIDEWALK PLAN

DATE:	12/6/23	PROJECT NO.:	00-
SCALE:	1"=40'	FILE NAME:	
DRAWN BY:		SHEET:	13 of 21

DRAWING STATUS	
☐	DRAFT
☐	PERMIT
☐	BID
☐	ADDENDA
☐	CONSTRUCTION
☐	RECORD

MATCHLINE C

MATCHLINE D



NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

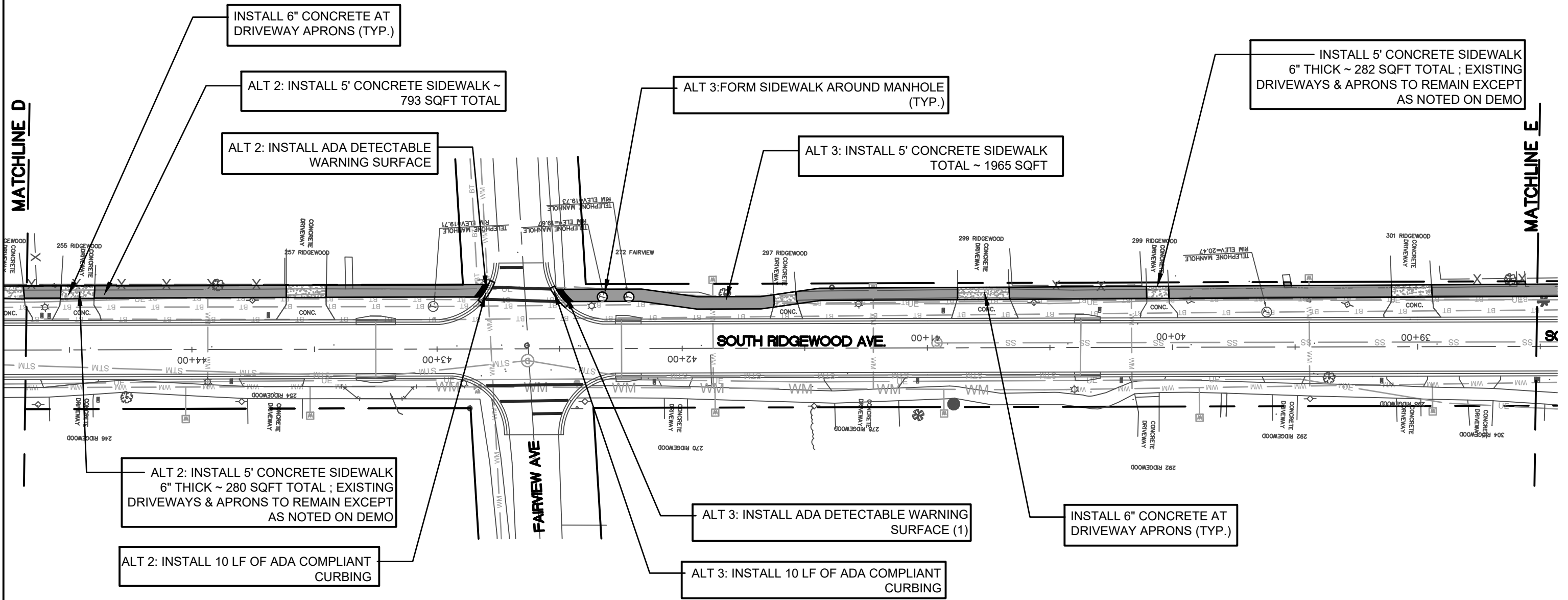
**SIDEWALK PLAN
ALTERNATES 1 & 2**

DATE: 12/6/23	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 14 of 21

DRAWING STATUS
DRAFT
PERMIT
BID
ADDENDA
CONSTRUCTION
RECORD

MATCHLINE D

MATCHLINE E



ALT 3: TOTAL = 4" THICK CONCRETE SIDEWALK ~ 1,965 SQFT
6" THICK CONCRETE DRIVEWAY/APRON ~ 282 SQFT
CONCRETE CURBING ~ 20 LF

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

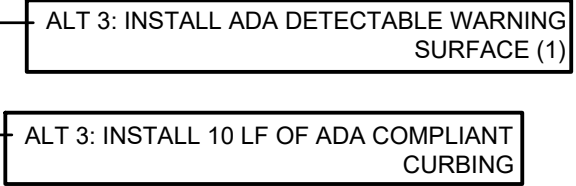
ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
SIDEWALK IMPROVEMENTS**

**SIDEWALK PLAN
ALTERNATES 2 & 3**

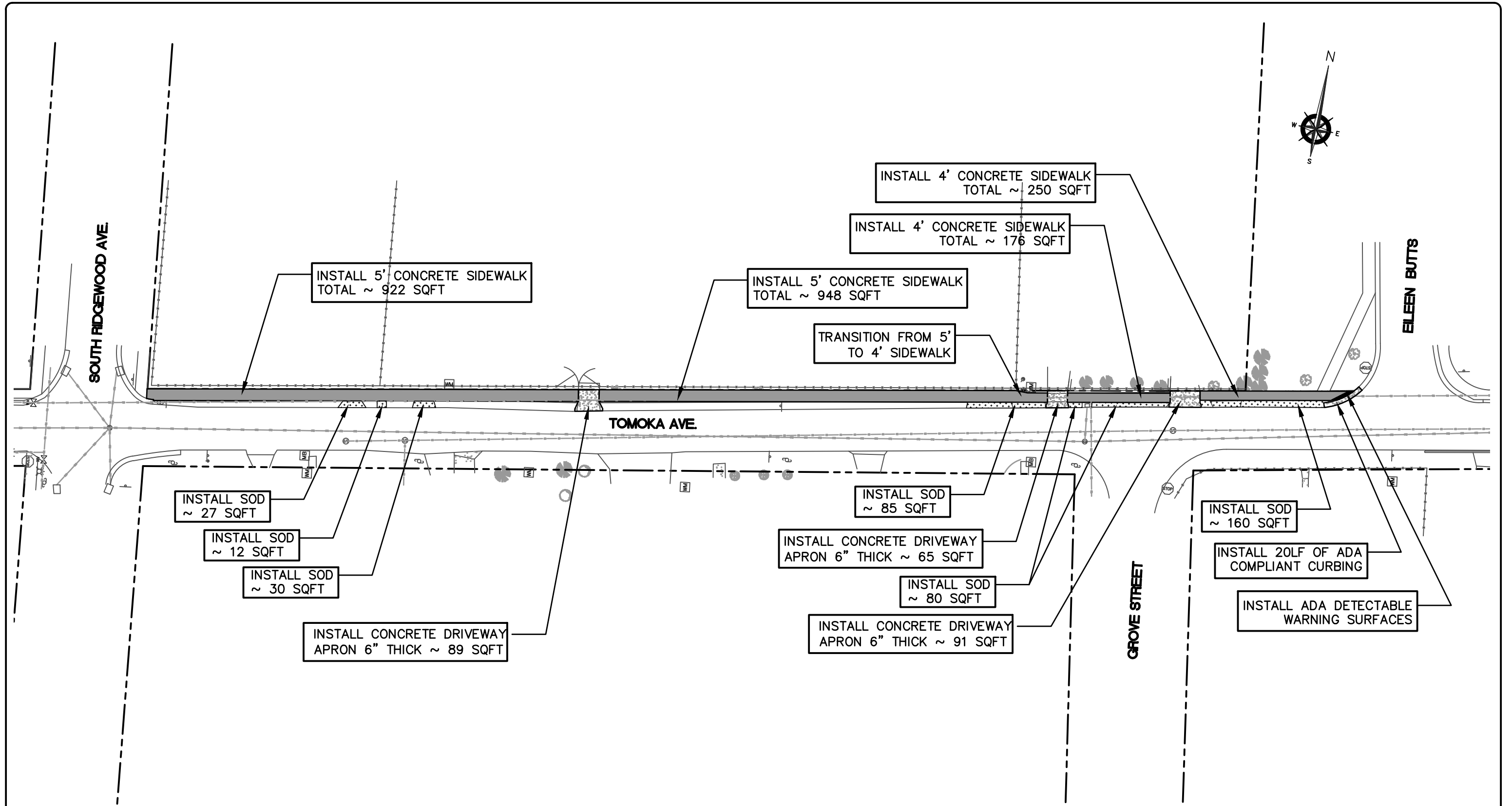
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SCALE:	1"=40'	FILE NAME:	
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CONSTRUCTION
RECORD

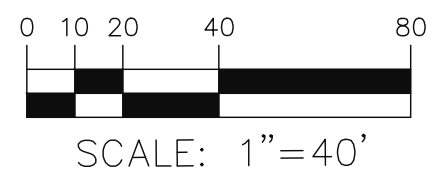


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	CONSTRUCTION
	RECORD

NO.	DATE	REVISIONS	BY	<i>City of Ormond Beach</i> Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER	CDBG SOUTH RIDGEWOOD AVE SIDEWALK IMPROVEMENTS	SIDEWALK PLAN ALTERNATE 3	DATE: 12/6/23	PROJECT NO.: 00--
								SCALE: 1"=40'	FILE NAME:
					ALEX SCHUMANN, P.E. CITY ENGINEER			DRAWN BY:	SHEET: 16 of 21



ALT 4: TOTAL = 4" THICK CONCRETE SIDEWALK ~ 2,296 SQFT
 6" THICK CONCRETE DRIVEWAY/APRON ~ 245 SQFT
 CONCRETE CURBING ~ 20 LF



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NO.	DATE	REVISIONS	BY

City of Ormond Beach
 Engineering Division

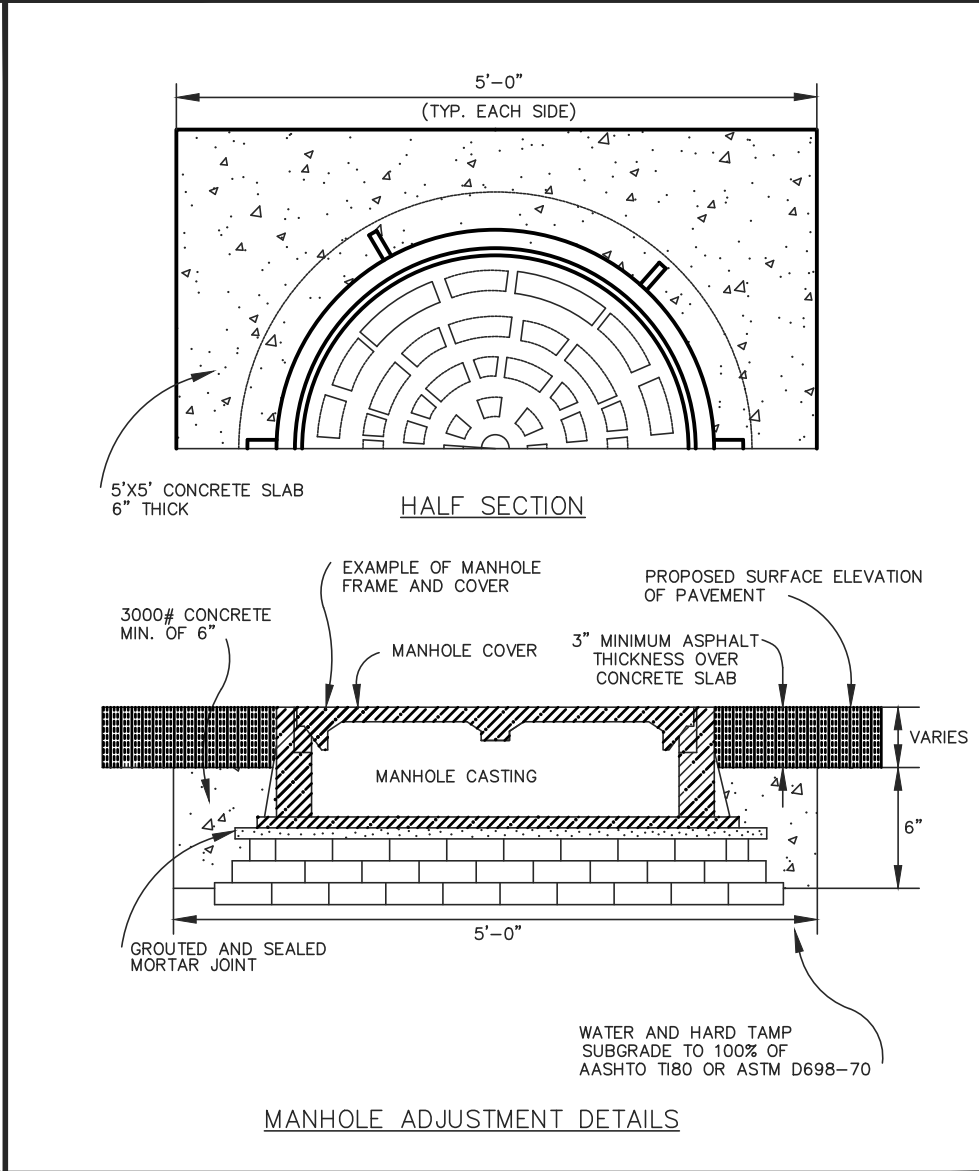
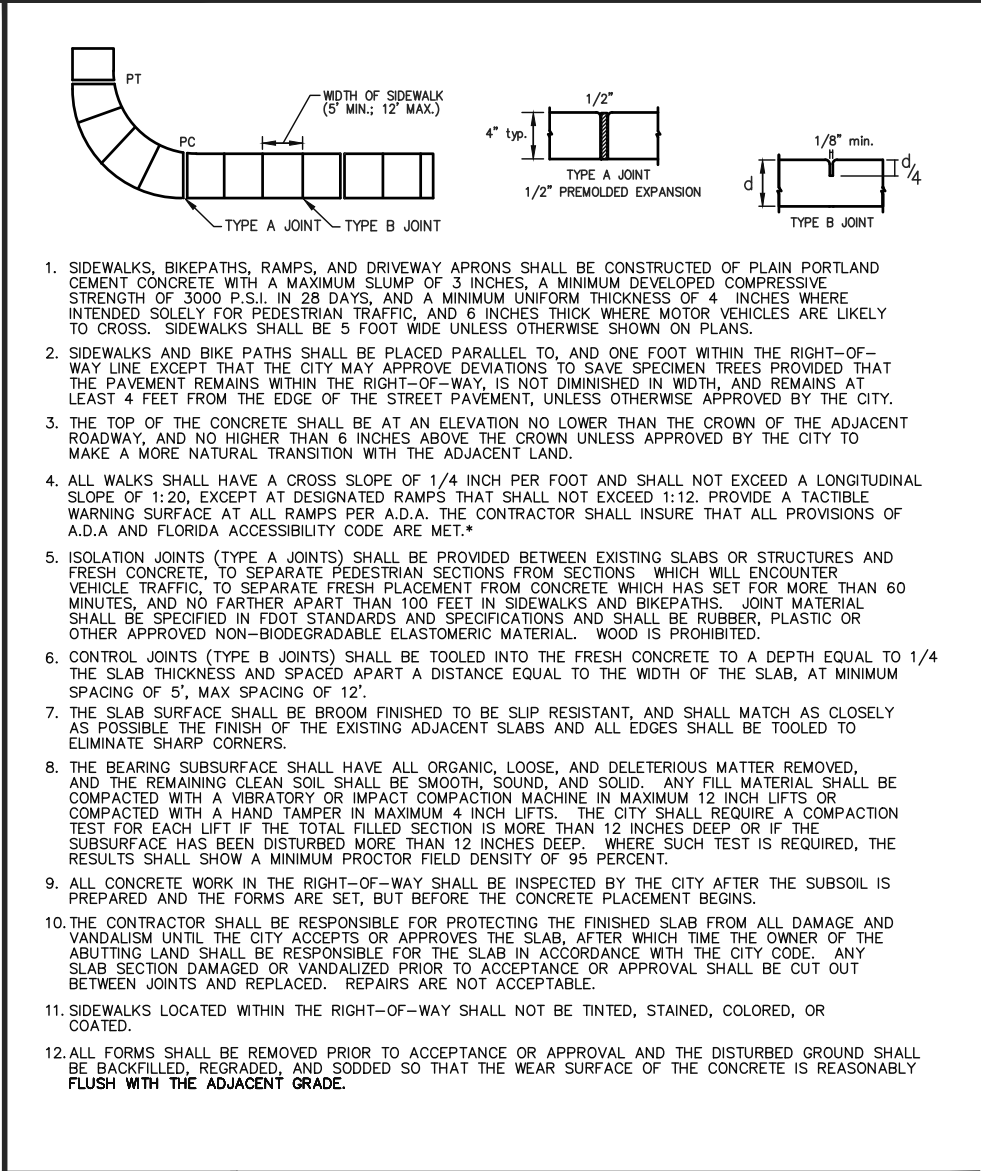
BILL PARTINGTON, MAYOR
 JOYCE SHANAHAN, CITY MANAGER
 ALEX SCHUMANN, P.E. CITY ENGINEER

**CDBG SOUTH RIDGEWOOD AVE
 SIDEWALK IMPROVEMENTS**

**SIDEWALK PLAN TOMOKA AVE
 ALTERNATE 4**

DATE: 12/6/23	PROJECT NO.: 00-
SCALE: 1"=40'	FILE NAME:
DRAWN BY:	SHEET: 17 of 21

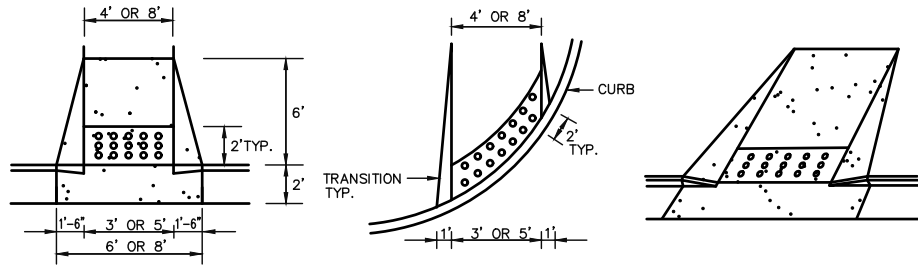
- GENERAL NOTES:
1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF ORMOND BEACH'S LAND DEVELOPMENT CODE REQUIREMENTS, AND THE STANDARD CONSTRUCTION DETAILS AND CONSTRUCTION SPECIFICATIONS (SCDCS). AN ENGINEERING PERMIT AND TREE REMOVAL PERMIT IS REQUIRED PRIOR TO STARTING CONSTRUCTION.
 2. 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 GENERIC PERMIT FOR STORM WATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. IN ACCORDANCE WITH THIS REQUIREMENT, A STORM WATER POLLUTION PREVENTION PLAN (SWPP) MUST BE SUBMITTED TO THE CITY OF ORMOND BEACH AT COMDEV@ORMONDBEACH.ORG PRIOR TO CONSTRUCTION TO BE IN COMPLIANCE WITH THE PERMIT.
 11. CONTRACTOR WILL FOLLOW REQUIRED WASTE MANAGEMENT PRACTICES
 12. SEEDING OR SODDING SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED.
 13. ANY FIELD MODIFICATIONS OR DEVIATIONS TO THIS CONSTRUCTION PLAN REQUIRES WRITTEN APPROVAL BY BOTH THE ENGINEER OF RECORD AND THE CITY OF ORMOND BEACH.



	STANDARD CONSTRUCTION DETAIL GENERAL CONSTRUCTION NOTES	INDEX		STANDARD CONSTRUCTION DETAIL SIDEWALK, RAMP, AND DRIVEWAY APRON CONSTRUCTION REQUIREMENTS NTS	INDEX		STANDARD CONSTRUCTION DETAIL MANHOLE ADJUSTMENT DETAILS NTS	INDEX
		M-2			M-3			S-9C
		MAY 2020			MAY 2020			MAY 2020

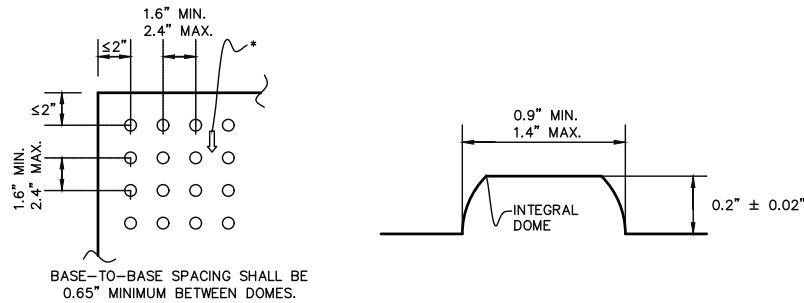
NO.	DATE	REVISIONS	BY	 Engineering Division	BILL PARTINGTON, MAYOR JOYCE SHANAHAN, CITY MANAGER ALEX SCHUMANN, P.E. CITY ENGINEER	CDBG SOUTH RIDGEWOOD AVE SIDEWALK IMPROVEMENTS	CONSTRUCTION DETAILS & NOTES	DATE: 12/6/23	PROJECT NO.: 00-
								SCALE:	FILE NAME:
								DRAWN BY: MC	SHEET: 18 of 21
									Page 535 of 814

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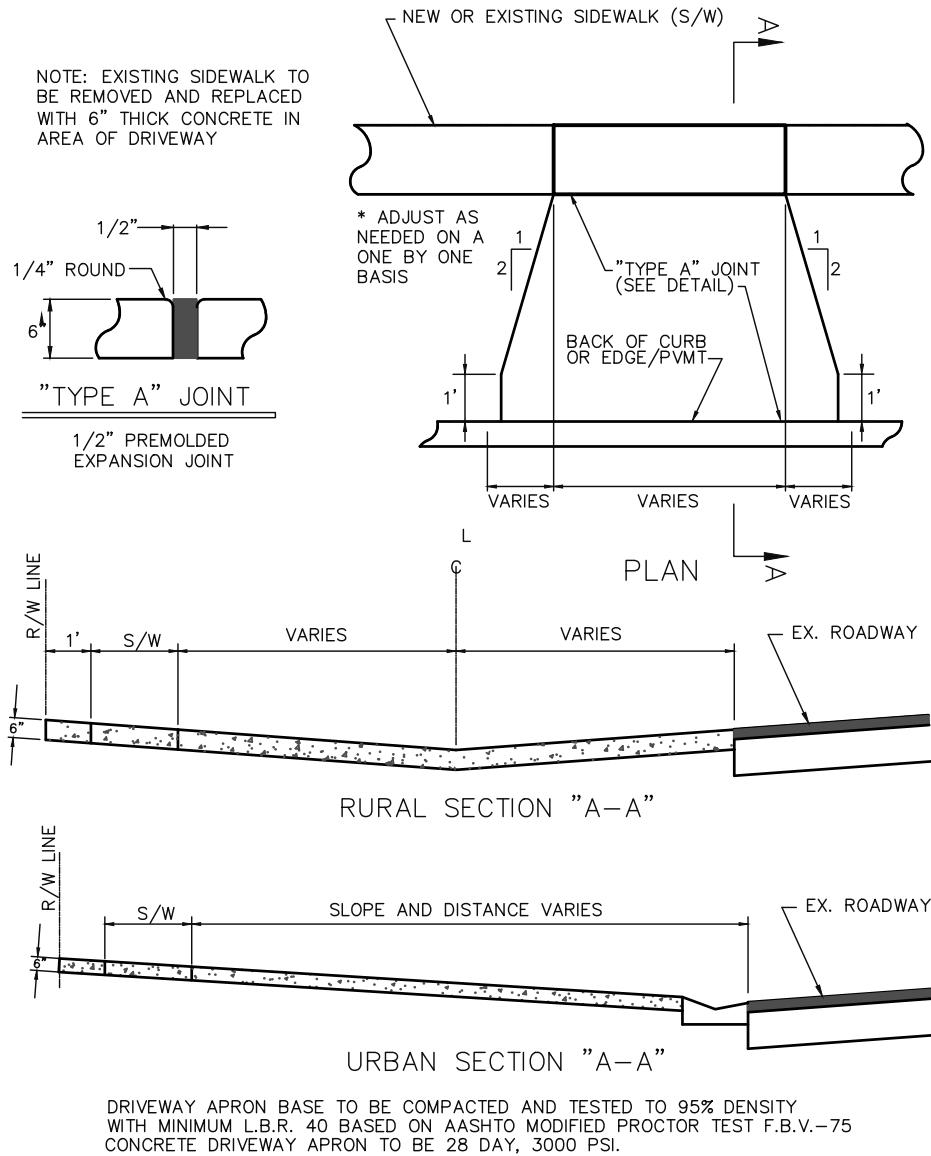
NOTES:

1. RAMP LOCATIONS ARE TO BE COORDINATED WITH AND IN CONFORMANCE WITH CROSSWALK MARKING DETAILS SHOWN IN THE PLANS.
2. CURBED RAMPS SHALL HAVE FLARED SIDES WITH A MAXIMUM SLOPE OF 12:1.
3. RAMPS SHALL HAVE A DETECTABLE WARNING SURFACE AS SHOWN.
4. RAMPS ARE TO BE CONSTRUCTED AT ALL LOCATIONS SHOWN IN THE PLANS EVEN WHEN A SIDEWALK IS NOT CONSTRUCTED CONCURRENTLY.
5. NO CURB TRANSITION IS NEEDED FOR MIAMI CURBS.
6. ALL RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT INDEX NO. 304 AND HANDICAPPED ACCESSIBILITY REQUIREMENTS IN ACCORDANCE WITH THE AMERICAN DISABILITIES ACT.

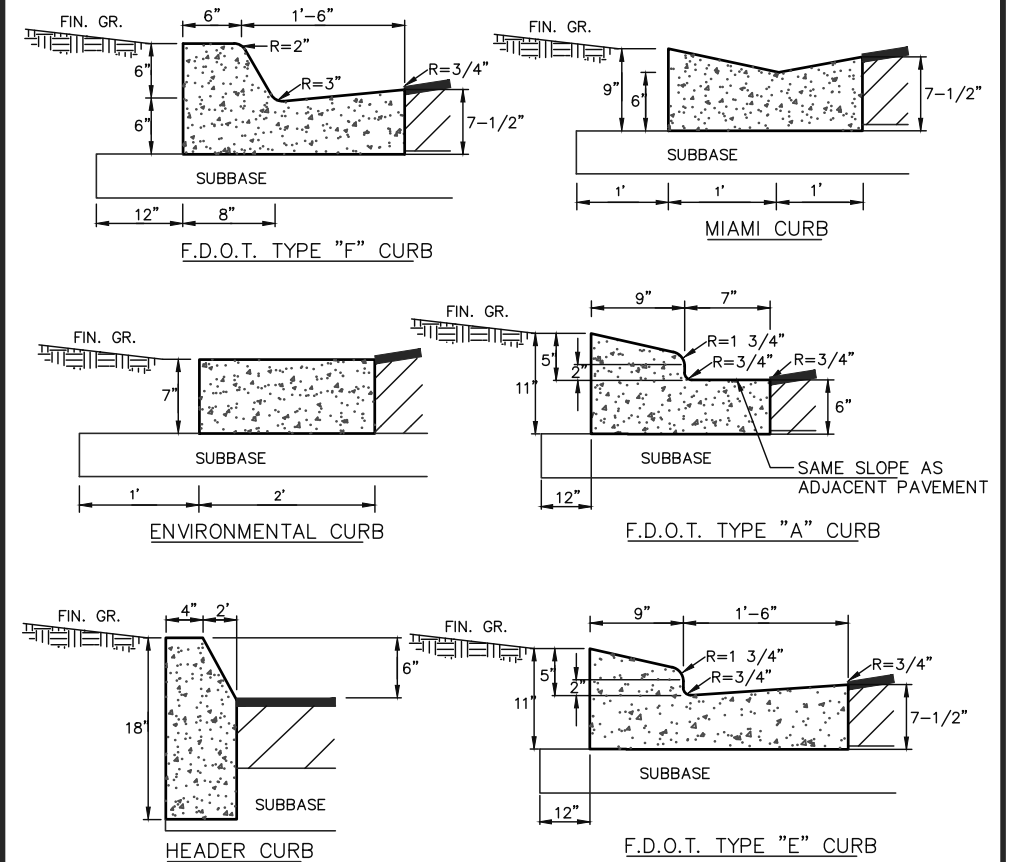


NOTES:

- * ON RAMPS THAT ARE PERPENDICULAR WITH THE CURB LINE, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL. ON RAMPS INTERSECTING CURBS ON A RADIUS, THE DOME PATTERN SHALL BE IN-LINE WITH THE DIRECTION OF TRAVEL TO THE EXTENT PRACTICAL.



DRIVEWAY APRON BASE TO BE COMPACTED AND TESTED TO 95% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO MODIFIED PROCTOR TEST F.B.V.-75
CONCRETE DRIVEWAY APRON TO BE 28 DAY, 3000 PSI.



NOTES:

1. ALL CURBS TO BE CONSTRUCTED OF 28 DAY, 2500 P.S.I. CONCRETE
2. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED EVERY 500', CONSTRUCTION JOINT REQUIRED EVERY 10' MAXIMUM (4' MINIMUM).
3. 1/2" PRE-MOLDED EXPANSION JOINT REQUIRED AT EACH SIDE OF ALL STORM INLET STRUCTURES AND AT ALL RADIUS POINTS.
4. 6" SUBBASE TO BE COMPACTED AND TESTED TO 98% DENSITY WITH MINIMUM L.B.R. 40 BASED ON AASHTO T-180 MODIFIED PROCTOR TEST.
5. EXPANSION JOINT MATERIAL MUST COVER THE ENTIRE CROSS SECTION OF CURB.
6. ALL EXPOSED CORNERS TO BE ROUNDED AT 3/4" MIN. RADIUS.
7. ALL CURB ENDS THAT DO NOT TIE INTO OTHER FACILITIES SHALL TRANSITION DOWN TO PAVEMENT GRADE IN 24 INCHES.



STANDARD CONSTRUCTION DETAIL SIDEWALK AND BIKE PATH RAMP NTS

INDEX
M-4
MAY 2020



STANDARD CONSTRUCTION DETAIL RESIDENTIAL DRIVEWAY APRON DRAWINGS NTS

INDEX
M-7
MAY 2020



STANDARD CONSTRUCTION DETAIL STANDARD CURB CONSTRUCTION NTS

INDEX
R-4
MAY 2020

NO.	DATE	REVISIONS	BY

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER
ALEX SCHUMANN, P.E. CITY ENGINEER

CDBG SOUTH RIDGEWOOD AVE SIDEWALK IMPROVEMENTS

CONSTRUCTION DETAILS & NOTES

DATE: 12/6/23 PROJECT NO.: 00-
SCALE: FILE NAME:
DRAWN BY: MC SHEET: 19 of 21

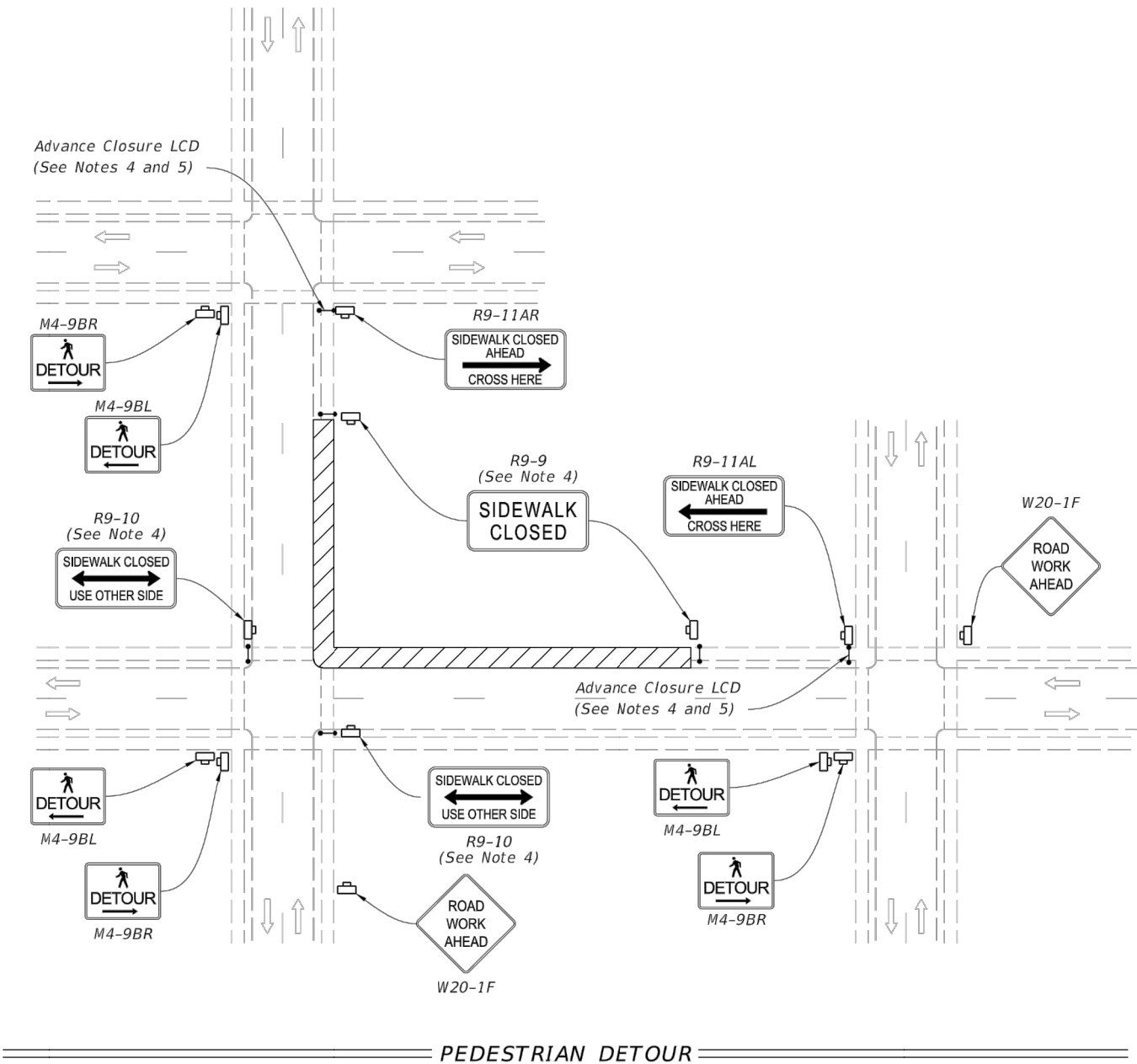
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	CONSTRUCTION
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NOTES:

- 1. Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
- 2. Place pedestrian LCDs across the full width of the closed sidewalk.
- 3. For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7" clearance from the bottom of the sign panel to the surface of the sidewalk.
- 4. "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
- 5. Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

SYMBOLS:

- Work Area
- Work Zone Sign
- Pedestrian Longitudinal Channelizing Device (LCD)
- Lane Identification and Direction of Traffic



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LAST REVISION		DESCRIPTION:		FDOT		FY 2022-23 STANDARD PLANS		SIDEWALK CLOSURE		INDEX	SHEET	DRAWING STATUS	
11/01/20										102-660	1 of 2		DRAFT
													PERMIT
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													ADDENDA
													CONSTRUCTION
													RECORD

NO.		DATE		REVISIONS		BY	City of Ormond Beach		Engineering Division		BILL PARTINGTON, MAYOR		JOYCE SHANAHAN, CITY MANAGER		CDBG SOUTH RIDGEWOOD AVE		SIDEWALK IMPROVEMENTS		MOT		DATE: 11/17/23		PROJECT NO.: 00-	
																					SCALE:		FILE NAME:	
																					DRAWN BY: MC		SHEET: 20 of 21	

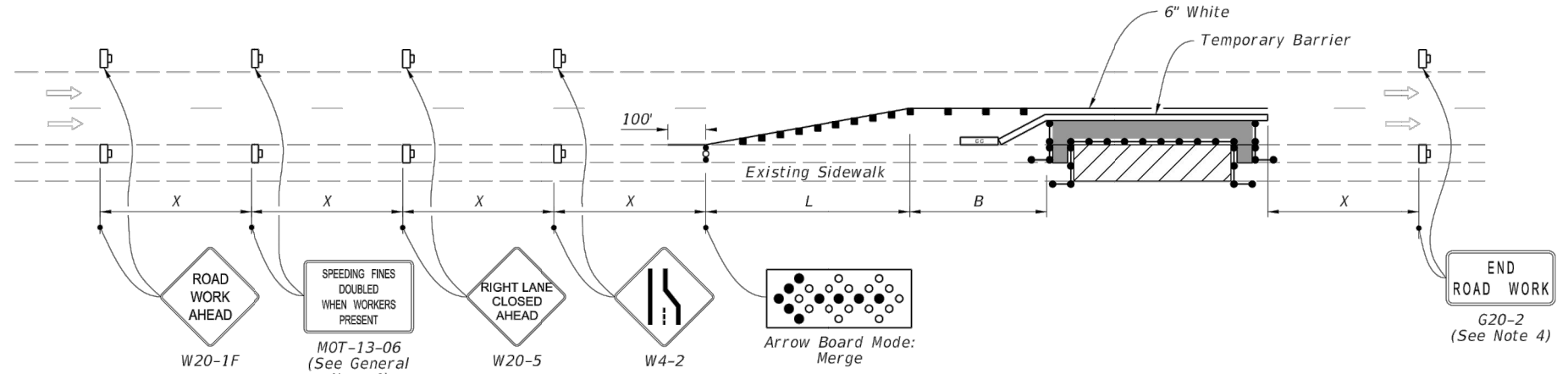
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NOTES:

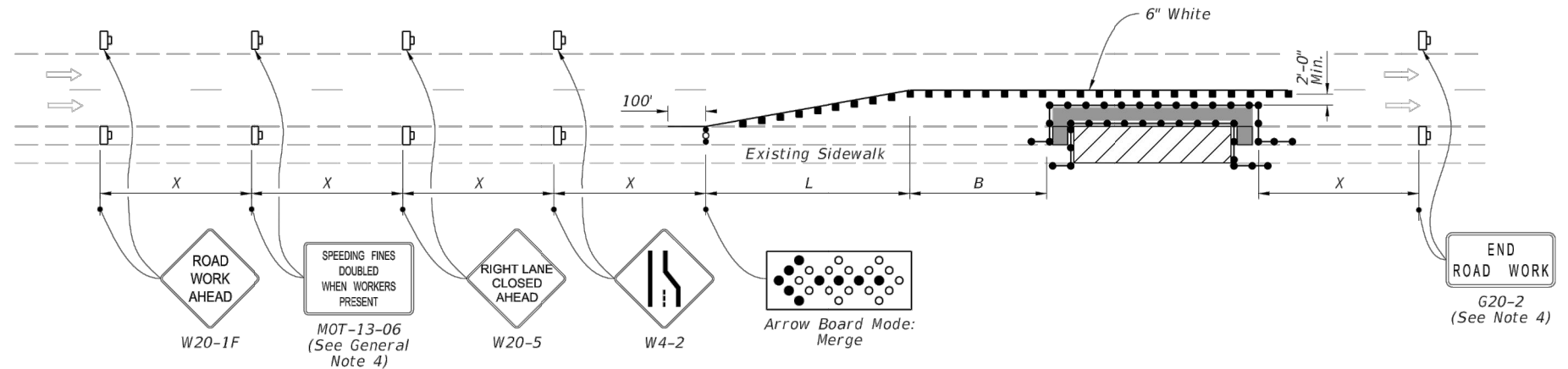
1. L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
2. Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
3. When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
4. The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
5. Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

SYMBOLS:

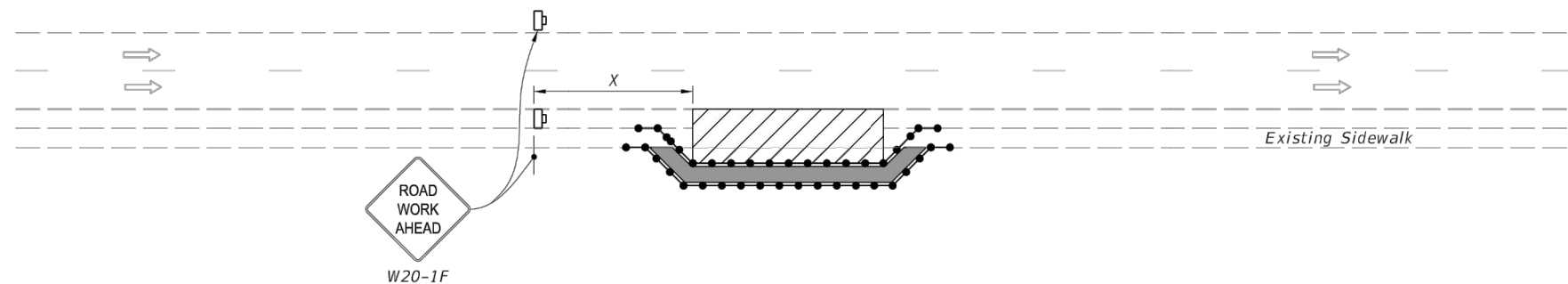
- Work Area
- Temporary Pedestrian Way
- Channelizing Device (See Index 102-600)
- Pedestrian Longitudinal Channelizing Device (LCD)
- Work Zone Sign
- Arrow Board
- Crash Cushion
- Lane Identification and Direction of Traffic



PEDESTRIAN DIVERSION - OPTION 1
(Temporary Barrier Shown, Low Profile Barrier Similar)



PEDESTRIAN DIVERSION - OPTION 2
(Work Zone Speed 35 mph or Less)



PEDESTRIAN SPECIAL DETOUR

LAST REVISION		DESCRIPTION:		FDOT		FY 2022-23 STANDARD PLANS		SIDEWALK CLOSURE		INDEX	SHEET	DRAWING STATUS	
11/01/21										102-660	2 of 2	DRAFT	
												PERMIT	
												BID	
												ADDENDA	
												CONSTRUCTION	
												RECORD	
NO.	DATE	REVISIONS	BY	City of Ormond Beach		Engineering Division		BILL PARTINGTON, MAYOR		JOYCE SHANAHAN, CITY MANAGER		CDBG SOUTH RIDGEWOOD AVE	
												SIDEWALK IMPROVEMENTS	
												MOT	
												DATE: 12/6/23	
												PROJECT NO.: 00-	
												FILE NAME:	
												SHEET: 21 of 21	
												DRAWN BY: MC	



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.I

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Water Quality & the Environment - Other		
Department:	Public Works - Engineering		
Subject:	Intent to Bid - Stormwater Inline Check Valves		
Summary:	During tropical systems or a king tide, which is a tide just after a new or full moon, the stormwater systems in the identified areas are unable to drain due to the high water levels in the rivers. The receiving water bodies back up into the drains and eventually comes out of the catch basins. Rainfall associated with these events compounds the problems and leads to flooding of homes. The inline check valves proposed for this project will prevent the water from backing up through the City's stormwater collection system. When the level of water in the storm system is higher than the water level in the receiving waters, the check valves will crack open and let the storm water drain without letting the river water flow back into the storm system. These devices will be installed inside the pipe where the pipes discharge into the river. Staff have identified and designed the improvements to maximize the benefit to the community by installing these one-way check valves in the areas that have the most flooding. These plans provide for the installation of inline check valves on 23 culverts connecting various City streets to tidally influenced waters of Thompson Creek and the Halifax River. The design plans have been completed and all State agency permits have been issued or approved to allow the City to proceed with bidding and construction of the project. Plans and contract documents are attached.		
Financial Impact:	This project is funded through a grant from the St Johns Water Management District. This grant will fund 25% or \$150,000 of the estimated project cost of \$600,000. The remainder of the project cost of \$450,000 will be funded by Fund 107 - Stormwater Fund.		

Citizen Impact:	This project will allow City staff to better manage stormwater during flooding events. There will be minimal impacts to the public or traffic during construction.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to proceed with advertising the project for bid unless otherwise directed by the City Commission.	
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302	
Attachments:	1. Bid Manual 2. Inline Check Valve Plans	
Approval:	Kelly McGuire, Finance Director 2/19/2024 Claire Whitley, Assistant City Manager 2/22/2024 Joyce Shanahan, City Manager 2/29/2024	

STORMWATER INLINE CHECK VALVES

Bid No. 2024-26



City of Ormond Beach Project Manual

PREPARED BY:

ENGINEERING DIVISION OF PUBLIC WORKS

22 South Beach Street
Ormond Beach, Florida 32174

STORMWATER INLINE CHECK VALVES
Ormond Beach, Florida

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00610	Performance Bond	1 - 2
00615	Payment Bond	1 - 2
00670	Opinion of Attorney	1 - 1
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01027	Application for Payment	1 - 4
01040	Coordination	1 - 1
01050	Field Engineering	1 - 1
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01300	Submittals	1 - 4
01340	Shop Drawings	1 - 6
01380	Construction Photographs	1 - 5
01400	Quality Control	1 - 1
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01600	Materials and Equipment	1 - 3
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STORMWATER INLINE CHECK VALVES
Ormond Beach, Florida

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DIVISION 3 through DIVISION 16

(Not Applicable)

PROJECT DRAWINGS

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SECTION 00030
ADVERTISEMENT FOR BIDS

Sealed bids for furnishing all labor, materials and equipment necessary for constructing the **Stormwater Inline Check Valves, Bid No. 2024-26** for the City of Ormond Beach, Florida, will be received at the Office of the Purchasing Coordinator, City Hall, Ormond Beach, Florida, until **April 17, 2024 at 2:00pm**, at which time bids will be opened and publicly read aloud in the Training Room located in the breezeway between City Hall and the Public Library. Bids received after the above time and date will be returned unopened.

The work consists of: Furnish & Install 15 stormwater inline check valves from WAPRO or RED VALVE at various location throughout the City. 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 **March 27, 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 **April 3, 2024** at 5:00pm.

END OF SECTION

SECTION 00100
INSTRUCTION TO BIDDERS

00101. Defined Terms

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

The OWNER for this project is:

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

The ENGINEER for this project is:

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

00102. Copies of Bidding Documents

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

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

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

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

00102.1 COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

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

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

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

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

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

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

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

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

Ref: Fla. Stat. §119.0701(2016)

00102.2 Public Records/Non-Confidentiality of Bids

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

00103. Qualifications of Bidders

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit, within seven days after the OWNER's request, written evidence of his ability to perform the work, such as financial data, previous experience, and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

00104. Public Entity Crimes:

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

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

00105. Examination of Contract Documents and Site

5.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

5.2 Reference is made to the Supplementary Conditions for the identification of those reports of investigations and tests for subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting his Bid each Bidder will, at his own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his Bid for performance of

the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

5.3 On request OWNER will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidders making such investigations shall return site to original condition and shall pay for any damages resulting therefrom.

5.4 The lands upon which the Work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Supplementary Conditions, General Requirements, or Drawings.

5.5 The submission of a Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in Scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

00106. Clarification/Correction of Proposal

The City of Ormond Beach reserves the right to allow for the clarification of questionable entries and for the correction of obvious mistakes.

00107. Interpretations

All questions about the meaning or intent of the Contract Documents shall be submitted in writing to the Purchasing Coordinator via email to Rob.Hart@ormondbeach.org. Replies will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

00108. Minority Policies

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

00109. Bid Security

9.1 Bids shall be accompanied by a Bid Security. The Security shall be made payable to OWNER, in the amount of five percent (5%) of the total bid, and in the form of a certified or cashier's check or a Bid Bond issued by a Surety meeting the requirements of paragraph 5.1 of the General Conditions. The Bid Security shall be irrevocable after the time and date set for the opening of bids, and for a period of ninety (90) days thereafter.

9.2 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security, whereupon it will be returned; if the successful Bidder fails to execute and deliver the Agreement and furnish the required Contract

Security within fifteen (15) days of the Notice of Award, OWNER may annul the Notice of Award and the Bid Security of that Bidder will be forfeited. The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the seventh day after the "effective date of the Agreement" or the first day after the expiration of the period that Bids are specified to remain open in the Advertisement for Bids. Bid Security of other Bidders will be returned within seven (7) days of the Bid opening.

00110. Contract Time

The number of days within which, or the date by which, the Work is to be completed (the Contract Time) is set forth in the Bid Form and will be included in the Agreement.

00111. Liquidated Damages

Provisions for liquidated damages, if any, are set forth in the Bid Form and Agreement.

00112. Subcontractors

12.1 If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain subcontractors to be submitted to the OWNER with the bid, the bidder will list in his bid all subcontractors proposed for those portions of the work for which such identification is so required. When requested, an experience statement, pertinent information as to similar projects satisfactorily completed and other evidence of qualifications for each listed subcontractor shall be submitted within seven (7) days after the bid. If the OWNER after due investigation has reasonable objection to any proposed subcontractor, OWNER may before giving the Notice of Award request the apparent low bidder to submit an acceptable substitute without an increase in his bid price. If the apparent Successful Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. Any Subcontractor so listed and to whom OWNER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER.

12.2 In contracts where the Contract Price is on the basis of Cost-of-the-Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER's written consent.

00113. Material and Equipment List (Manufacturers)

If the Supplementary Conditions, Bid Form and/or Specifications require the identity of certain material and equipment manufacturers be submitted to the OWNER with the bid, the bidder will list in his bid all material and equipment manufacturers proposed for those portions of the work for which such identification is so required. Such list shall be supplemented by product descriptions for each listed material and equipment item. Supplemental information will be submitted with the bid unless it has been 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:

Stormwater Inline Check Valves

CONTRACT IDENTIFICATION AND NUMBER:

Bid No. 2024-26

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.)
Stormwater Inline Check Valves
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	Description	Quantity	Unit Cost	Total Cost
1	Furnish & Install 12-inch Inline Check Valve	3		
2	Furnish & Install 15-inch Inline Check Valve	4		
3	Furnish & Install 18-inch Inline Check Valve	2		
4	Furnish & Install 24-inch Inline Check Valve	3		
5	Furnish & Install 12x18-inch Inline Check Valve	2		
6	Furnish & Install 29x45-inch Inline Check Valve	1		

TOTAL BID \$_____

(Figures)

(Words)

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

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

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

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

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

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

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

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

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

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

SUBMITTED on _____, 20 ____.

If BIDDER is:

An Individual

By _____
(Individual's Name - Signature)

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

doing business as _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

If BIDDER is:

A Corporation

By _____
(Corporation Name)

(State of Incorporation)

By _____
(Name of Person Authorized to Sign - Signature)

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

(Title)

(Corporate Seal)

Attest _____

Business address: _____

Phone No.: _____

Fax No.: _____

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

If BIDDER is:

A Joint Venture

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

By _____
(Name - Signature)

(Name - Typed or Printed)

Address: _____

Phone No.: _____

Fax No.: _____

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

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

EQUIPMENT AND SUBCONTRACTORS LIST

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

Materials and Equipment:

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

Subcontractors:

Work Classification:

Name:

Address:

Phone Number:

Fax Number:

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

Subcontractors:

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Work Classification: _____

Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

BID (Cont'd.)
Stormwater Inline Check Valves
ORMOND BEACH, FLORIDA

TRENCH SAFETY STANDARDS

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

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

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

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

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

Name (signature) Date

Name (typed or printed)

Title

BID (Cont'd.)
Stormwater Inline Check Valves
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.)
Stormwater Inline Check Valves
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.)
Stormwater Inline Check Valves
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.)
Stormwater Inline Check Valves
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 bona fide 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.)
Stormwater Inline Check Valves
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

00300-15

**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 **STORMWATER INLINE CHECK VALVES (Bid No. 2024-26)** in, and for the City and

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

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

IN TESTIMONY WHEREOF, the Principal and Surety have caused these presents to be duly signed and sealed this _____ day _____, 20____.

(Principal)

By: _____

ATTEST:

(Surety)

By: _____

(SEAL)

**END OF SECTION
00410 - 1**

SECTION 00500
FORM OF AGREEMENT

THIS AGREEMENT is by and between City of Ormond Beach, a Municipal Corporation in the State of Florida (hereinafter called OWNER) and

(hereinafter called CONTRACTOR)

The bid for this contract was approved by the City Commission on _____, 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: Furnish & Install 15 stormwater inline check valves from WAPRO or RED VALVE at various location throughout the City.

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

STORMWATER INLINE CHECK VALVES
2024-26

Article 2. ENGINEER

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

Article 3. CONTRACT TIME

3.1 The Work will be substantially completed within **90** calendar days after the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and completed and ready for final payment in accordance with paragraph 14.10 of the General Conditions within **120** calendar days after the date when the Contract Time commences to run.

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **THREE HUNDRED Dollars (\$300)** for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After

Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining work. In the event the Contractor is terminated or abandons the Work prior to the scheduled date for final completion, the Contractor may be liable for both liquidated damages attributable to delay and for excess completion costs.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work, in accordance with the Contract Documents, an amount in current funds equal to the unit price TOTAL BID of \$_____, as listed in the Bid Form. Payment shall be for the actual completed work, as specified in the Measurement and Payment section of the project Manual and in accordance with Article 14 of the General Conditions.

Article 5. PAYMENT PROCEDURES

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

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

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

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

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

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

Article 6. CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

Article 7. CONTRACT DOCUMENTS

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

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

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

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

7.4 Notice of Award.

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

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

7.7 Specifications bearing the title:

STORMWATER INLINE CHECK VALVES

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:

STORMWATER INLINE CHECK VALVES

7.9 Addenda numbers ____ to ____ , inclusive.

7.10 CONTRACTOR'S Bid (pages 1 to 15 , inclusive) marked exhibit ____ (Attach Bid Form only in special circumstances).

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

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

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

Article 8. MISCELLANEOUS

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

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

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

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

This Agreement will be effective on _____, 2024.

OWNER City of Ormond Beach

CONTRACTOR _____

By _____

Bill Partington
Mayor

By _____

(Title)

[CITY SEAL]

[SEAL]

Attest _____

Joyce A. Shanahan
City Manager

Attest _____

(Title)

Address for giving notices:

City of Ormond Beach

PO Box 277

Ormond Beach, FL 32175-0277

Address for giving notices:

License No. _____

Registered Agent for service process:

(Name)

(Title)

END OF AGREEMENT

**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:

STORMWATER INLINE CHECK VALVES

Bid No. 2024-26

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one-year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

By _____ (s)

(Principal) Secretary

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

**SECTION 00615
PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a(n) _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____

_____ Dollars, (\$_____) in lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with OWNER, dated ____ day of _____, 20____, for the construction of:

STORMWATER INLINE CHECK VALVES

Bid No. 2024-26

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each one of which shall be
(number)
deemed an original, this _____ day of _____, 20_____.

ATTEST:

Principal

(Principal) Secretary

By _____ (s)

(SEAL)

(Witness to Principal)

(Address)

(Address)

(Surety)

ATTEST:

(Surety) Secretary

(SEAL)

Witness to Surety

Attorney-In-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND. All BONDS signed by an agent must be accompanied by a certified copy of the authority to act.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the PROJECT is located.

END OF SECTION

OPINION OF ATTORNEY

This is to certify that I have examined the attached Contract Documents, and that I am of the opinion that such documents conform to the Laws of the State of Florida, and that the execution of the Contract is in due and proper form, and that the foregoing agreements constitute valid and binding obligations on such parties.

Attorney for Owner

This the _____ day of _____, 2024.

END OF SECTION

SECTION 00700
GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1 - DEFINITIONS

Whenever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

1.01. Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents of the Contract Documents.

1.02. Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

1.03. Application for Payment - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as required by the Contract Documents.

1.04. Approve - The word approve is defined to mean review of the material, equipment or methods for general compliance with the design concepts and with the information given in the Contract Documents. It does not imply a responsibility on the part of the ENGINEER to verify in every detail conformance with the Drawings and Specifications.

1.05. Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

1.06. Bonds - Bid, Performance and Payment Bonds and other instruments of security.

1.07. Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the effective date of the Agreement.

1.08. Contract - The Agreement.

1.09. Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, Notice of Award, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, any other exhibits identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

1.10. Contract Price - The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work.

1.11. Contract Time - The number of days (computed as provided in paragraph 16.2) or the

date stated in the Agreement for the completion of the Work.

1.12. CONTRACTOR - The person, firm or corporation with whom OWNER has entered into the Agreement.

1.13. Day - A calendar day of twenty-four hours measured from midnight to the next midnight.

1.14. Defective - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation of final payment.

1.15. Drawings - The drawings, which will be identified in the Agreement, which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.

1.16. Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

1.17. ENGINEER - The City Engineer of the City of Ormond Beach, Florida, or the designee of such Engineer.

1.18. Engineering Order - A written request issued by ENGINEER to CONTRACTOR requesting a cost for certain modifications to the Work. An Engineering Order is not an authorization to perform the modifications.

1.19. Field Order - A written order issued by ENGINEER which clarifies or interprets the Contract Documents or orders minor changes in the Work in accordance with paragraph 10.2, but which does not involve a change in the Contract Price or the Contract Time.

1.20. Furnish - The words "furnish", "furnish and install", "install", and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install complete in place and ready for service".

1.21. General Requirements - Sections of Division 1 of the Specifications.

1.22. Inspection - The term "Inspection" and the act of inspecting as used in these Contract Documents is defined to mean examination of construction to ensure that it conforms to the design concept expressed in the Drawings and Specifications. These terms shall not be construed to mean supervision, superintending and/or overseeing.

1.23. Modification - (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A modification may only be issued after the effective date of the Agreement and must be in writing to be effective.

- 1.24. Notice of Award - The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
- 1.25. Notice to Proceed - A written notice given by OWNER to CONTRACTOR (with a copy to ENGINEER) fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.
- 1.26. OWNER - The City of Ormond Beach, Florida.
- 1.27. Product - Materials, systems, and equipment provided by the CONTRACTOR.
- 1.28. Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.
- 1.29. Project Manual - The term "Project Manual" includes Bidding Requirements, Conditions of the Contract, Specifications, and Drawings.
- 1.30. Project Representative - The authorized representative of ENGINEER who is assigned to the site or any part thereof.
- 1.31. Shop Drawings - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by CONTRACTOR, a Subcontractor, manufacturer, fabricator, supplier or distributor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
- 1.32. Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.33. Subcontractor - An individual, firm or corporation having a contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
- 1.34. Substantial Completion - The point reached when the Work (or a specified part thereof), in the opinion of ENGINEER as evidenced by his final certificate of Substantial Completion, is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance with paragraph 14.10. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
- 1.35. Surety - Any person, firm or corporation which is bound with CONTRACTOR and which engages to be responsible for CONTRACTOR and his acceptable performance of the Work by a Performance or Payment Bond, or by a Public Construction Bond.

1.36. Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

Delivery of Bonds:

2.1. When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with paragraph 5.1.

Copies of Documents:

2.2. OWNER shall furnish to CONTRACTOR, at OWNER's expense, up to three copies of the Contract Documents. Additional copies will be furnished, upon request, at the cost of reproduction.

Commencement of Contract Time; Notice to Proceed:

2.3. The Contract Time will commence on the day indicated in the Notice to Proceed.

Starting the Project:

2.4. CONTRACTOR shall start to perform the work on the date when the Contract Time commences to run, but no work shall be done at the site prior to the date on which the Contract Time commences to run, and no work shall be done at the site before the Payment and Performance Bond is executed, delivered to the OWNER, and recorded in the public records of Volusia County, Florida.

Before Starting Construction:

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Drawings or Specifications, unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. No verbal agreement or conversation with any officer, agent or employee of OWNER, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

2.6. Before any Work at the site is started, CONTRACTOR shall deliver to OWNER certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is

required to purchase and maintain in accordance with paragraphs 5.3, 5.4, 5.6 and 5.7.

2.7. CONTRACTOR shall not allow any on-site Subcontractor to commence work on his subcontract until insurance required of the Subcontractor has been obtained and approved by the CONTRACTOR. Failure to obtain this insurance will be the sole responsibility of the CONTRACTOR.

ARTICLE 3 - CONTRACT DOCUMENTS; INTENT AND REUSE

3.1. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification.

3.2. The Contract Documents are complementary; a requirement contained in one is applicable to all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER for failure to report any conflict, error or discrepancy in the Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof. The various Contract Documents shall be given precedence, in case of conflict, error or discrepancy, as follows: Modifications, Agreement, Addenda, Supplementary Conditions, General Conditions, Drawings and Specifications. In a series of Modifications or Addenda the latest will govern.

3.3. It is the intent of the Specifications and Drawings to describe a complete project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended results shall be supplied whether or not it is specifically called for. When words which have well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening of Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in paragraph 9.2.

3.4. The Contract Documents will be governed by the law of the State of Florida, and venue for any action brought thereunder shall lie solely and exclusively in the Circuit Court in and for Volusia County, Florida.

Reuse of Documents:

3.5. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not reuse any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1. OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in OWNER's furnishing these lands or easements entitles him to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

Physical Conditions - Investigations and Reports:

4.2. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by ENGINEER in preparation of the Drawings and Specifications. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

Unforeseen Physical Conditions:

4.3. CONTRACTOR shall promptly, after becoming aware of and before further disturbing conditions affected thereby or performing any work in connection therewith, notify ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. CONTRACTOR, upon discovering and notifying OWNER of such subsurface or latent conditions, shall not perform work in the affected area until authorized to do so by OWNER. ENGINEER will promptly review those conditions and determine if further investigation or tests are necessary. If so determined by the ENGINEER, OWNER shall promptly obtain the necessary additional investigations and tests and furnish copies to CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order authorizing CONTRACTOR to perform the additional work may be issued incorporating the necessary revisions.

Reference Points:

4.4. OWNER shall provide engineering surveys for construction to establish reference points which in his judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for replacement or relocation of such reference points by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Other Bonds:

5.1. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. The City will record the bonds in the public records at the CONTRACTOR's expense. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be deemed to contain all of the Conditions of Section 255.05, Florida Statutes, even if such language is not directly contained within the bond. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the bidding documents or Supplementary Conditions and be executed by such Sureties as (i) are licensed to conduct business in the State of Florida, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2. If the Surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements of clauses (i) and (ii) of paragraph 5.1, CONTRACTOR shall within five (5) days after notice thereof, substitute another Bond and Surety, both of which shall meet the requirements of clauses (i) and (ii) of paragraph 5.1.

CONTRACTOR's Liability Insurance:

5.3. CONTRACTOR and on-site Subcontractors shall purchase and maintain such Commercial General Liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable;

5.3.1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;

5.3.2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;

5.3.3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees.

5.3.4. Claims for damages insured by personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (ii) by any other person for any other reason.

5.3.5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; and

5.3.6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

The insurance required by this paragraph 5.3 shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the **Supplementary Conditions**, or required by law, whichever is greater. The Commercial General Liability insurance shall include completed operations insurance. All such insurance shall contain a provision that the coverage afforded will not be canceled, materially changed or renewal refused until at least **sixty** (60) days prior written notice of such cancellation, non-renewal or change (except for nonpayment of premium, which shall be fifteen (15) days) has been given to OWNER. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with paragraph 13.12. In addition, CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

Contractual Liability Insurance:

5.4. The Commercial General Liability insurance required by paragraph 5.3 will include contractual liability insurance applicable to CONTRACTOR's obligations under paragraphs 6.15 and 6.16. The OWNER shall be named as "Additionally Insured" under the CONTRACTOR's Commercial General Liability insurance policy.

Owner's Liability Insurance:

5.5. OWNER may, at its option, purchase and maintain its own liability insurance and, at its option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

Property Insurance:

5.6. CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by law). This insurance shall include the interests of

OWNER, CONTRACTOR, and Subcontractors in the Work, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and such other perils as may be provided in the Supplementary Conditions, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including fees and charges of engineers, architects, attorneys and other professionals). If not covered under the "all risk" insurance or otherwise provided in the Supplementary Conditions, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in the Application for Payment. The policies of insurance required to be purchased and maintained by CONTRACTOR in accordance with paragraphs 5.6 and 5.7 shall contain provisions that the coverage afforded will not be canceled or materially changed until at least **sixty** (60) days prior written notice has been given to OWNER.

5.7. CONTRACTOR shall purchase and maintain such boiler and machinery insurance as may be required by the Supplementary Conditions or by law. This insurance shall include the interests of OWNER, CONTRACTOR and Subcontractors in the Work.

5.8. OWNER shall not be responsible for purchasing and maintaining any property insurance to protect the interests of CONTRACTOR or Subcontractors in the Work to the extent of any deductible amounts that are provided in the Supplementary Conditions. If CONTRACTOR wishes property insurance coverage within the limits of such amounts, CONTRACTOR may purchase and maintain it at his own expense.

5.9. If CONTRACTOR requests in writing that other special insurance be included in the property insurance policy, OWNER shall, if possible, include such insurance, and the cost thereof shall be charged to CONTRACTOR by appropriate Change Order. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not such other insurance has been procured by OWNER.

Waiver of Rights:

5.10. OWNER and CONTRACTOR waive all rights against each other and the Subcontractors and their agents and employees and separate contractors (if any) and their subcontractors' agents and employees, for damages caused by fire or other perils to the extent covered by insurance provided under paragraphs 5.6 and 5.7, inclusive, or any other property insurance applicable to the Work, except such rights as they may have to the proceeds of such insurance held by OWNER as trustee. OWNER shall require similar written waivers from each separate contractor, and CONTRACTOR shall require similar written waivers from each Subcontractor (in accordance with paragraph 6.8 as applicable); each such waiver will be in favor of all other parties enumerated in this paragraph 5.10.

Receipt and Application of Proceeds:

5.11. Any insured loss under the policies of insurance required by paragraphs 5.6 and 5.7 shall be adjusted with CONTRACTOR and made payable to CONTRACTOR as trustee for the insured, as their interests may appear, subject to the requirements of paragraph 5.12. CONTRACTOR shall

deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

5.12. CONTRACTOR as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to CONTRACTOR's exercise of this power. If such objection be made, CONTRACTOR as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, CONTRACTOR as trustee shall upon the occurrence of an insured loss, give bond for the proper performance of his duties.

Acceptance of Bonds and Insurance:

5.13. If OWNER has any objection to the coverage afforded by or other provisions of the Bonds or Insurance required to be purchased and maintained by CONTRACTOR in accordance with Article 5 on the basis of non-conformance with the Contract Documents, OWNER shall so notify CONTRACTOR in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.6. CONTRACTOR shall provide to OWNER such additional information in respect of insurance provided as OWNER may reasonably request. If CONTRACTOR does not purchase or maintain all of the Bonds and Insurance required of CONTRACTOR by the Contract Documents, CONTRACTOR shall notify OWNER in writing of such failure to purchase prior to the start of the Work, or such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or Insurance to protect OWNER's interests at the expense of CONTRACTOR, and a Change Order shall be issued to adjust the Contract Price accordingly.

Partial Utilization - Property Insurance:

5.14. If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, such use or occupancy may be accomplished in accordance with paragraph 14.7; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies that the property insurance shall not be canceled or lapse on account of any such partial use of occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction.

CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

Materials and Equipment:

6.3. All materials and equipment installed in the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment.

Equipment manufacturers/suppliers must agree to OWNER'S terms of purchase. In no event will OWNER accept terms of sale that limit OWNER'S ability to reasonably recover in the event of equipment failure/defect such as, but not limited to; mandatory arbitration clauses, venue of court proceedings and applicable law outside of Volusia County, Florida, or damage limitations that preclude recovery for failed or defective equipment that would be less than full compensation for OWNER's loss.

6.4. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

Concerning Subcontractors:

6.5. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, to which OWNER may have any reasonable objection. CONTRACTOR shall submit with his Bid in writing the names, mailing addresses, and work classifications of all Subcontractors proposed for the Work. The failure to list all Subcontractors proposed for the Work may result in the Bid being rejected as incomplete and nonresponsive. A Subcontractor or other person or organization identified in writing to OWNER by CONTRACTOR prior to the Notice of Award and not objected to in writing by OWNER prior to the Notice of Award will be deemed acceptable to OWNER. Acceptance of any Subcontractor, other person or organization of OWNER shall not constitute a waiver of any right of OWNER to reject defective Work. If OWNER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award because the qualifications and experience of the Subcontractor, other person or organization indicate that he cannot perform or provide work, materials or equipment which will perform the specified functions, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution, and an appropriate Change Order may be issued. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization to which CONTRACTOR has any reasonable objection. Whether

objections are reasonable shall be determined as specified in paragraph 9.8.

6.6. CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER and any Subcontractor or other person or organization having a direct contact with CONTRACTOR, nor shall it create any obligation on the part of OWNER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.7. The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.8. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and contains waiver provisions as required by paragraph 5.10. CONTRACTOR shall pay each Subcontractor an appropriate share of any insurance proceeds received by CONTRACTOR on account of losses under policies issued pursuant to paragraphs 5.6 through 5.8.

6.9. Neither the OWNER nor the ENGINEER will undertake to settle any differences between CONTRACTOR and his Subcontractors or between Subcontractors.

Patent Fees and Royalties:

6.10. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall **indemnify** and **hold harmless** OWNER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. OWNER will promptly notify CONTRACTOR of any such allegation of infringement of such rights.

Safety and Protection:

6.11. Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees, and property. The CONTRACTOR shall comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions, and shall take prompt action where loss control/safety measures are reasonably expected. The OWNER may order work to be stopped if conditions exist that present on immediate danger to persons or property. The CONTRACTOR acknowledges that such stoppage will not shift responsibility for any damages from the CONTRACTOR to the OWNER.

6.12. CONTRACTOR be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.12.1. All employees on the Work and other persons who may be affected thereby.

6.12.2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.12.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in paragraph 6.12.2 or 6.12.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 14.12 that the Work is acceptable.

6.13. CONTRACTOR shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR's superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

6.14. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give OWNER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

Indemnification/Hold Harmless:

6.15 The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the CITY, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Agreement. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the CITY in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the CITY and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

In the event of any claim arising out of the paragraph above, the CITY will elect, in its sole discretion, that either:

- 1) The CONTRACTOR assume control of the defense of any claim asserted by a third party against the CITY and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The CITY shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the CITY before entering into any settlement of such claim. If the CONTRACTOR assumes control of the defense and the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim, the CITY may assume the control of the defense as provided by sub (2); or
- 2) The CITY will assume control of the defense of any third party claim, but CONTRACTOR shall pay the fees of counsel retained by the CITY and all expenses, including experts' fees.

Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the CITY may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, including employees and property. The CONTRACTOR shall comply with all applicable laws, regulation and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action with loss control/safety measures as are reasonably necessary. The CITY may order work to be stopped if conditions exist that present an immediate danger to persons or property. The CONTRACTOR acknowledges that such work stoppage will not shift responsibility for any damages from the CONTRACTOR to the CITY.

Payment on Behalf of OWNER:

6.16. The CONTRACTOR agrees to pay on behalf of the OWNER, and to pay the cost of the OWNER's legal defense, as may be selected by the OWNER, for all claims described in 6.15 Indemnification/Hold Harmless. Such payment on behalf of the OWNER shall be in addition to any and all other legal remedies available to the OWNER and shall not be considered to be the OWNER's exclusive remedy.

ARTICLE 7 - WORK BY OTHERS

7.1. OWNER may perform additional work related to the Project by itself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2. If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. CONTRACTOR's failure so to report shall constitute an acceptance of the work as fit and proper for integration with CONTRACTOR's Work except for latent or non-apparent defects and deficiencies in the other work.

7.3. If the performance of additional work by other contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense to CONTRACTOR or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

7.4. Should any other contractor having, or who shall hereafter have, a contract with

OWNER for the performance of work upon the site of the Work to be performed hereunder sustain any damage through any act or omission of CONTRACTOR hereunder or through any act or omission of any Sub-contractor of CONTRACTOR, CONTRACTOR agrees to reimburse such other contractor for all such damages and to indemnify, defend and hold OWNER harmless from all such claims.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1. OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2. OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.3 and 14.10.

8.3. OWNER's duties with respect to providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting performance of the Work which have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.4. OWNER's responsibilities with respect to the purchase and maintenance of liability insurance are set forth in paragraph 5.5.

8.5. In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in paragraph 10.4) may execute Change Orders.

8.6. OWNER's responsibility with respect to certain inspections, tests and approvals is set forth in paragraph 13.4.

8.7. The provisions relative to the OWNER's right to stop Work or suspend Work are set forth in paragraphs 6.11, 13.10 and 15.1.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1. ENGINEER will be OWNER's representative during the construction period. The authority of ENGINEER shall, under no circumstances, relieve CONTRACTOR from CONTRACTOR's responsibilities to perform the Work in accordance with this Contract.

Clarifications and Interpretations:

9.2. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall

intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

Rejecting Defective Work:

9.3. ENGINEER will have authority to disapprove or reject WORK which is defective, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

Change Orders and Payments:

9.4. In connection with ENGINEER's responsibilities as to Change Orders, see Articles 10, 11 and 12.

9.5 In connection with ENGINEER's responsibilities as to Applications for Payment, etc., see Article 14.

Project Representation:

9.6. ENGINEER may designate a Project Representative to assist ENGINEER in inspecting the performance of the Work. The duties, responsibilities and limitations of authority of any such Project Representative and assistants will be as provided in paragraphs 9.6.1 through 9.6.3.

9.6.1. General: Project Representative is ENGINEER's Agent. He shall have the authority to do anything which the ENGINEER could do. His dealings in matters pertaining to the on-site work will in general be only with OWNER, ENGINEER and CONTRACTOR. His dealings with subcontractors will only be through or with the full knowledge of CONTRACTOR or his superintendent.

9.6.2. Duties and Responsibilities: Project Representative shall:

9.6.2.1. Schedules: Review the progress schedule, schedule of Shop Drawing submissions, schedule of values and other schedules prepared by CONTRACTOR and consult with ENGINEER concerning their acceptability.

9.6.2.2. Conferences: Attend preconstruction conferences.

9.6.2.3. Liaison: Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent, and assist him in understanding the intent of the Contract Documents. Assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.

9.6.2.4. Shop Drawings and Samples: Receive and record date of receipt of Shop Drawings and samples which have been furnished by CONTRACTOR. Review the Shop Drawings for conformance with the information given in the Contract Documents. Provide office review and approval of Shop Drawings (as that term is defined in Article 1) and samples, the results of tests

and inspections and other data which any contractor is required to submit, but only for conformance with the design concept of the project and compliance with the information given in the Contract Documents; determine the acceptability of substitute materials and equipment proposed by CONTRACTOR(S); and receive and review (for general content as required by the Specifications) maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection which are to be assembled by CONTRACTOR(S) in accordance with the Contract Documents.

9.6.2.5. Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site inspections of the Work in progress to assist ENGINEER in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work will conform to the Contract Documents. Report to ENGINEER whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspections, tests or approvals required to be made; and advise ENGINEER when he believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection. Verify that tests, equipment and systems start-ups and operating and maintenance instructions are conducted as required by the Contract Documents and in the presence of the required personnel, and that CONTRACTOR maintains adequate records thereof; observe, record and report appropriate details relative to the test procedures and start-ups.

9.6.2.6. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report them to ENGINEER with recommendations. Prepare change orders as required; he may, as OWNER's representative, require special inspection or testing of the work; he shall act as interpreter of the requirements of the Contract Documents, judge of the performance thereunder by the parties thereto, and transmitter of clarification and interpretation of the Contract Documents. Process contract change orders to reflect final measured contract quantities and to reflect changes in the contract Drawings and Specifications.

9.6.2.7. Payment Requisitions: Based on his on-site observations and on his review of CONTRACTOR(S) applications for payment and the accompanying data and schedules, determine the amounts owed the CONTRACTOR(S). The ENGINEER will then approve in writing payments to CONTRACTOR(S) in such amounts; such approvals of payment will constitute a presentation to OWNER, based on such observations and review, that the Work has progressed to the point indicated and that, to the best of his knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any qualifications stated in his approval).

9.6.2.8. Guarantees, Certificates, Maintenance and Operation Manuals: During the course of the Work verify that guarantees, certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed; and deliver this data to ENGINEER for his review prior to final acceptance of the Project.

9.6.2.9. Completion: Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring correction. Conduct final inspection in the company of CONTRACTOR and prepare a final list of items to be corrected. Verify that all items

on final list have been corrected and make recommendations to ENGINEER concerning acceptance.

9.6.3. Limitations of Authority: The Project Representative; shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent; shall not expedite Work for CONTRACTOR; shall not advise on or issue directions as to safety precautions and programs in connection with the Work; and shall not assist CONTRACTOR in maintaining up-to-date copies of Record Drawings.

Decisions on Disagreements:

9.7. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other party to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. Failure to give the required notice constitutes a waiver of the claim.

9.8. The rendering of a decision by ENGINEER pursuant to paragraph 9.7 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.13) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter. If the Owner agrees to pay all or part of a claim for which notice was not timely made, such agreement shall not be deemed a waiver of the right to enforce notice requirements in connection with any other claim.

Limitations on ENGINEER's Responsibilities:

9.9. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the Work.

9.10. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjective "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirements, decision, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have

authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of paragraphs 9.11 or 9.12.

9.11. ENGINEER will not be responsible for CONTRACTOR's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.

9.12. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1. Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.

10.2. ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

10.3. Additional Work performed without authorization of a Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in paragraph 6.14 and except as provided in paragraphs 10.2 and 13.9.

10.4. OWNER may execute appropriate Change Orders covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective or as provided in paragraph 11.9, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.

10.5. If notice of any change affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the Surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable by OWNER to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraph 11.9).

11.3.2. By mutual acceptance of a lump sum.

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a Contractor's Fee for overhead and profit (determined as provided in paragraph 11.6).

Cost of the Work:

11.4. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon in advance by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis for their time spent on the Work. Payroll cost shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials

and equipment shall accrue to OWNER and CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers and accountants) employed for services specifically related to the Work. Any such special consultants covered by the Consultants' Competitive Negotiations Act (Section 287.055, Florida Statutes), shall be selected in accordance with such Act.

11.4.5. Supplemental costs including the following:

11.4.5.1. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.

11.4.5.2. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workmen, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

11.4.5.4. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any government authority.

11.4.5.5. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.

11.4.5.6. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's Fee. If, however, any such loss or damage requires construction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in paragraph 11.6.2.

11.4.5.7. The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.

11.4.5.9. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in his principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in subparagraph 11.4.1. - all of which are to be considered administrative costs covered by the Contractor's Fee.

11.5.2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.

11.5.3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).

11.5.5. Costs, including damages, due to the negligence of intentional acts of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

Contractor's Fee:

11.6. The Contractor's Fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work;

11.6.2.1. For costs incurred under paragraphs 11.4.1. and 11.4.2., the Contractor's Fee shall be ten percent,

11.6.2.2. For costs incurred under paragraph 11.4.3., the Contractor's Fee shall be five percent; and if a subcontract is on the basis of Cost of the Work Plus a Fee, the maximum allowable to the Subcontractor as a fee for overhead and profit shall be ten percent, and

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4., 11.4.5. and 11.5.

11.7. The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in costs, will be the amount of the actual net decrease. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Adjustment of Unit Prices:

11.8. Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4. and 11.5., CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

11.9. Where the quantity of Work with respect to any item that is covered by a unit price differs materially and significantly from the quantity of such Work indicated in the Contract Documents, an appropriate Change Order may be issued on recommendation of ENGINEER to adjust the unit price.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

12.1. The Contract Time may only be changed by a written Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a written Change Order.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3. All time limits stated in the Contract Documents are of the essence of the Agreement. The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays from any cause whatsoever, but if occasioned by an act of God, or by any act or omission

on the part of the Owner, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work which shall be determined by the ENGINEER, provided that the CONTRACTOR will give notice in writing of the cause of such act, hindrance or delay within ten (10) days after its occurrence.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1. CONTRACTOR warrants and guarantees to OWNER that all Work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Access to Work:

13.2. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

Tests and Inspections:

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If any law, ordinance, rule, regulation, code, or order of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with OWNER's acceptance of a manufacturer, fabricator, supplier, or distributor of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. The cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by OWNER (unless otherwise specified).

13.5. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER and CONTRACTOR.

13.6. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER

has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER, nor inspections, tests or approvals by others shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the Contract Documents, and in all events in no less than a workmanlike manner.

Uncovering Work:

13.8. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expenses of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Stop the Work:

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause of such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.11. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

One Year Correction Period:

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such

instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.13. If, instead of requiring correction or removal and replacement of defective Work, OWNER prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.

OWNER May Correct Defective Work:

13.14. If CONTRACTOR fails, within a reasonable time after written notice of ENGINEER to proceed, to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11., or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising his rights under this paragraph OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise his rights under this paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

Application for Progress Payment:

14.1. At least ten days before each progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the

Application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such data, satisfactory to OWNER, as will establish OWNER's title to the material and equipment and protect OWNER's interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Form of Agreement, Article 5.

CONTRACTOR's Warranty of Title:

14.2. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

Review of Applications for Progress Payment:

14.3. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. OWNER shall, within ten days of presentation to him of the ENGINEER's recommendation of payment, pay CONTRACTOR the amount recommended.

14.4. ENGINEER may refuse to recommend the whole or any part of any payment if, in his opinion, it would be incorrect to make such representations to OWNER. He may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

14.4.1. The Work is defective, or completed Work has been damaged requiring correction or replacement;

14.4.2. Written claims have been made against OWNER or Liens have been filed in connection with the Work;

14.4.3. The Contract Price has been reduced because of Modifications;

14.4.4. OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.14;

14.4.5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, including failure to clean up;

14.4.6. Of liquidated damages payable by CONTRACTOR; or

14.4.7. CONTRACTOR's failure to make payment to Subcontractors, or for labor, materials or equipment.

Substantial Completion:

14.5. When CONTRACTOR considers the entire Work ready for its intended use CONTRACTOR shall, in writing to ENGINEER, certify that the entire Work is substantially complete and request that ENGINEER issue a certificate of Substantial Completion. Within a reasonable time thereafter, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment.

14.6. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

Partial Utilization:

14.7. Use by OWNER of completed portions of the Work may be accomplished prior to Substantial Completion of all the Work subject to the following:

14.7.1. OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any part of the Work which OWNER believes to be substantially complete and which may be so used without significant interference with construction of the other parts of the Work. If CONTRACTOR agrees, CONTRACTOR will certify to ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time thereafter CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify CONTRACTOR in writing giving his reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, ENGINEER will execute and deliver to CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Work, attaching thereto a list of items to be completed or corrected before final payment. OWNER shall have the right to exclude CONTRACTOR from any part of the Work which ENGINEER has so certified to be substantially complete, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the list.

14.7.2. In lieu of the issuance of a certificate of Substantial Completion as to part of the Work, OWNER may take over operation of a facility constituting part of the Work whether or not it is substantially complete if such facility is functionally and separately usable; provided that prior to any such takeover, OWNER and CONTRACTOR have agreed as to the division of responsibilities

between OWNER and CONTRACTOR for security, operation, safety, maintenance, correction period, heat, utilities and insurance with respect to such facility.

14.7.3. No occupancy of part of the Work or taking over of operations of a facility will be accomplished prior to compliance with the requirements of paragraph 5.14 with regard to property insurance.

Final Inspection:

14.8. Upon written notice from CONTRACTOR that the work is complete, ENGINEER will make a final inspection with CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

Final Application for Payment:

14.9. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of paragraph 14.13), CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

Final Payment and Acceptance:

14.10. If, on the basis of ENGINEER's observation of the Work during construction and final inspection, and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing his recommendation of payment and present the Application for payment. Thereupon ENGINEER will give written notice to CONTRACTOR that the Work is acceptable subject to the provisions of paragraph 14.13. Otherwise, ENGINEER will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

If the Application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof pay CONTRACTOR the amount recommended by ENGINEER.

14.11. If, through no fault of CONTRACTOR, final completion of the Work is significantly delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

CONTRACTOR's Continuing Obligation:

14.12. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a certificate of Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.10, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

Waiver of Claims:

14.13. The making and acceptance of final payment shall constitute:

14.13.1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled or unfilled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.8 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and

14.13.2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled or unfilled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and Surety which

shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension of work at OWNER's request if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

- 15.2. Upon the occurrence of any one or more of the following events:
 - 15.2.1. If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 15.2.2. If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 15.2.3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property;
 - 15.2.4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 15.2.5. If CONTRACTOR repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment;
 - 15.2.6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment;
 - 15.2.7. If CONTRACTOR violates any laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or
 - 15.2.9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents.

OWNER may after giving CONTRACTOR and his Surety seven (7) days' written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment and machinery at the site and demand the Surety to finish the Work by whatever methods he may deem expedient but subject to the approval of OWNER. The Surety shall use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may require. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR and the Surety shall be jointly and severally liable to pay the difference to OWNER. Such costs incurred by OWNER shall be incorporated in a Change Order, but in

finishing the Work OWNER shall not be required to accept the lowest figure for the Work to be performed by the Surety.

15.3. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR or the Surety then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.4. Upon seven (7) days' written notice to CONTRACTOR and Surety, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid for all Work executed, any expense sustained plus reasonable termination expenses.

CONTRACTOR May Stop Work or Terminate:

15.5. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, the CONTRACTOR may, upon seven (7) days' written notice to OWNER, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days' notice to OWNER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of his obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - MISCELLANEOUS

Giving Notice:

16.1. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

Computation of Time:

16.2. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

General:

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.15, 13.1, 13.11, 13.14, 14.2, and 15.2, and all of the rights and remedies available to OWNER thereunder, shall be in addition to, and not in limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contractor, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph shall be as effective as if repeated specifically in the contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

Liquidated Damages:

16.4. OWNER and CONTRACTOR recognize that time is of the essence to complete this Project and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Agreement, plus any extensions thereof allowed in accordance with Article 12. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER the amount stated in the Contract for each day that expires after the time specified in the Contract for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in the Contract or any proper extension thereof granted by OWNER, CONTRACTOR shall pay the OWNER an amount equal to all actual expenses incurred by the OWNER as a direct result of the CONTRACTOR'S negligence, refusal, or failure to so complete the remaining Work. In the event the CONTRACTOR is terminated or abandons the Work prior to the scheduled date for final completion, the CONTRACTOR may be liable for both liquidated damages attributable to delay and for excess completion costs.

Reports of Investigations and Tests of Subsurface and Latent Physical Conditions:

16.5. Reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the work which have been relied upon by ENGINEER in preparing the Drawings and Specifications are as listed in the Supplementary Conditions. OWNER will make such reports available for inspection to any Bidder or copies may be obtained from the ENGINEER by the Bidder at reproduction cost. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents.

Performance of Work by CONTRACTOR:

16.6. Contract Assignment. The successful bidder (or bidders) will be required to perform the work as a prime contractor. CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein. CONTRACTOR shall perform on the site and with his own organization work equivalent to not

less than fifty (50%) percent of the total dollar value of the work to be performed under this contract except that work designated in the Supplementary Conditions as specialty work may be performed by subcontractors and the cost of any such specialty work so performed by subcontracts may be deducted from the total contract amount before computing the amount of work required to be performed by CONTRACTOR with his own organization.

Limitation of Remedy and Liability:

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

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

All liability of the City allegedly resulting from, arising out of or connected with this Agreement, or from the performance or breach thereof, shall terminate three years from the termination of this Agreement.

Waiver of Right to Jury Trial:

16.8 THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT WHICH ANY PARTY MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY PROCEEDING, LITIGATION OR COUNTERCLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. IF THE SUBJECT MATTER OF ANY LAWSUIT IS ONE IN WHICH THE WAIVER OF JURY TRIAL IS PROHIBITED, NO PARTY TO THIS AGREEMENT SHALL PRESENT AS A NON-COMPULSORY COUNTERCLAIM IN ANY SUCH LAWSUIT ANY CLAIM BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. FURTHERMORE, NO PARTY TO THIS AGREEMENT SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL CANNOT BE WAIVED.

END OF SECTION

SECTION 00800
SUPPLEMENTARY CONDITIONS

The following supplements modify, change, delete from, or add to the General Conditions of the Construction Contract (Section 00700). Where any article of the General Conditions is modified or any paragraph, subparagraph or clause thereof is modified or deleted by these supplements, the unaltered provisions of that article, paragraph, subparagraph or clause shall remain in effect.

ARTICLE 16 - MISCELLANEOUS

Section 16.5 – Reports of Investigations and Test of Subsurface and Latent Physical Conditions

Add the following subparagraph:

16.5.1 The list of reports of investigations and tests of subsurface and latent physical conditions as referred to in General Conditions Section 16.5 are as follows:

None

Add the following:

16.7 Minimum Requirements for the provision and maintenance of Payment and Performance Bonds, and Contractor's Insurance

In accordance with Resolution 2021-144 as it presently exists or may hereafter change, or applicable state, federal or local law, whichever is stricter, the following minimum requirements have been established:

A. Payment and Performance Bonds

1. Except as otherwise provided herein, the Contractor shall, prior to beginning performance, deliver to the City, and the City shall record in the public records of Volusia County, Florida, the Contractor's Payment and Performance Bond in an amount equal to the full amount of the Contract.
2.
 - (a) Payment and Performance Bonds shall not be required for any contract except those which are for the construction of a public building, for the prosecution and completion of a public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time) or for repairs upon a public building or public work (as described in Section 180.06, **Florida Statutes**, as amended from time to time).
 - (b) With respect to those Contracts for which Payment and Performance Bonds are otherwise required:
 - i. Unless the City Manager, or designee, determines such Bond to be necessary to protect the interests of the City, no Contractor shall be

required to provide a Payment and Performance Bond for any Contract which is for \$25,000.00 or less.

- ii. Upon the request of the contractor, good cause shown by the Contractor, and a determination that the public health, safety and welfare will be sufficiently protected, the City Commission may exempt the contractor from the requirement of providing a Payment and Performance Bond for any Contract which is for more than \$25,000.00 but is less than \$200,000.00.
3. The Payment and Performance Bond shall list the Contractor as Principal and be issued by a surety insurer authorized to do business in Florida as a surety and listed as an acceptable surety in the Federal Register.
4. The Payment and Performance Bond shall be executed pursuant to Section 255.05, **Florida Statutes**, and be in a form substantially similar to the form set forth in Section 255.05(3), **Florida Statutes**.
5. The Payment and Performance Bond shall specifically provide coverage for delay damages due to a default by the Contractor.
6. The Payment and Performance Bond shall not make the Contract part of the Bond agreement.
7. In lieu of the Payment and Performance Bond, the Contractor may file with the Finance Director of the City, in an amount equal to the full amount of the Contract, cash, a money order, a certified check, a cashier's check, an irrevocable letter of credit, or a security of a type listed in Part II, Chapter 625, **Florida Statutes**.
8. In the event the surety on any Payment and Performance Bond furnished by the Contractor is declared bankrupt or becomes insolvent, or its right to do business in the State of Florida is terminated, the Contractor shall, within five (5) working days thereafter, substitute another Payment and Performance Bond and surety acceptable to the City.
9. The Contractor is totally and solely responsible for keeping its surety informed as to the Base Contract Price as bid, significant changes in the Project Scope, and the overall progress and completion of the Project for the entire life of the Contract.
10. The payment and performance bond requirements stated herein above shall not be applicable to service-related contracts unless otherwise determined by the City Manager in order to protect the health, safety and welfare of the general public.

B. Contractual Provisions Relative to Risk Management

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

1. Hold Harmless and Indemnity

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

2. Payment on Behalf of City

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

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

3. Loss Control/Safety

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

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

4. Service Bond

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

Service-related contracts include and are not limited to businesses providing janitorial, pest control, general repair, security, carpet cleaning, locksmith,

temporary employment, painting, moving services or other contracts as determined in the discretion of the Risk Manager as necessary to minimize loss.

C. Contractor's Insurance

1. General

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

2. Types of Insurance and Limits of Liability

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

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

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

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

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

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

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

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

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

Limits (not less than)

\$1 Million Each Occurrence

\$2 Million General Aggregate

\$1 Million Aggregate Products & Completed Operations

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

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

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

\$1 Million

Combined Single Limit for Bodily Injury
and Property Damage

(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

**SECTION 00850
SPECIAL CONDITIONS**

**PROVISIONS GOVERNING STATE OF FLORIDA
SALE AND USE TAX EXEMPTION FOR
CITY FURNISHED MATERIALS**

1. Sales and Use Taxes. The City is exempt from paying sales and use taxes on materials and equipment purchased for, and incorporated into the **Stormwater Inline Check Valves project** (hereinafter the "Project"). The City may make direct purchases of all materials and equipment purchased for, or to be incorporated into the Project, as identified in this Special Condition and agreed upon by the City in the form of a deductive change order. All direct purchases of materials and equipment shall be made by the City with funds specifically allocated for the construction of the Project. The standard Terms and Conditions applicable to this program are included as Attachment A to this section. Each supplier of materials or equipment to be provided under the Sales Tax Exemption shall be obligated to meet the requirements of the City of Ormond Beach Terms and Conditions and the Technical Specifications.
 - 1.1 The Contractor agrees to arrange for purchase of materials and other items subject to the State sales tax through Ormond Beach to save, where practicable, the payment of sales taxes. The Contractor will establish a procedure with the City for such purchases. In the event the City does not execute the appropriate documents submitted by the Contractor within fifteen (15) days after receipt of same, the Contractor may, in its sole discretion, order such materials irrespective of loss of cost savings. It is the intent of these provisions to implement the cost savings afforded by the sales tax exemption without delay of the Work and that the Contractor retain complete control of the Project Schedule. The Contractor shall not be entitled to a time extension in the event that delay is occasioned by the City's direct purchase of materials.
 - 1.2 The Contractor shall: (a) compile Contractor's and any Subcontractors' itemized requirement for materials and equipment, including quantities, unit costs, manufacturers' or vendors' catalogue or order numbers, delivery instructions, and other specific terms and information that is required to order the specific materials and equipment, and terms and conditions to be imposed on suppliers regarding delivery and submittal time requirements, and quantities thereof required by Contractor or Subcontractors in accordance with the applicable requirements of the Construction Contract, from time to time, during the construction of the Project, as materials and equipment need to be ordered for the Project, and submit such compilation to the City's Construction Services Project Manager: (b) prepare a written request for such materials and/or equipment: and (c) deliver any such request to the City's Construction Services Project Manager no less than thirty (30) days prior to the date the manufacturer or vendor of the materials or equipment, as the case may be, requires orders for such materials or equipment to be placed to assure delivery of such materials or equipment to the Site in accordance with the Project Schedule (the "Order Date"). The request shall identify the Order Date. Upon receipt of any such request the City's Construction Services Project Manager shall forward same to the City. The City shall issue a Purchase Order directly to the vendor of the materials or equipment, prior to the Order Date (a Purchase Order). The City shall include with any such Purchase Order, a copy of the

City's sales and use tax exemption certificate. The City shall make direct payment to the vendor from the City's account.

- 1.3 The Contractor, upon the delivery of any such materials or equipment, shall verify the conformity of such materials or equipment with the terms of the Purchase Order and the Contract Documents. If the Contractor determines that the materials and equipment are conforming, the City shall take title and possession of such material and equipment before such materials and equipment are incorporated into the Project. If the Contractor determines that the materials and equipment are non-conforming, the Contractor shall immediately notify the City in writing and the City shall reject such material and equipment.
- 1.4 To the extent that materials and equipment are purchased pursuant to the City's sales and use tax exemption, a deductive change order will be approved and the Contractor shall reduce the Contract Amount and the penal sum of its public construction bond by the total cost of the materials and equipment purchased directly by the City plus the corresponding applicable State Sales Tax and Volusia County Sales Surtax amount for each Purchase Order. Reconciliation of the Purchase Orders with the change order amount shall be performed at the end of each project phase. At project completion, should the total value of the materials and equipment purchased directly by the City be less than the deducted amount, then the City shall provide the appropriate refund to the Contractor.
- 1.5 The Contractor shall be fully responsible for all matters relating to the receipt of materials and equipment furnished by the City in accordance with this Special Condition, including, but not limited to, the responsibility for verifying correct quantities, verifying documents or orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the Contract Documents, inspection and acceptance of the materials and equipment at the time of delivery, and loss or damage to materials and equipment following acceptance of items due to the negligence of such Contractor or any Subcontractors. The Contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by such Contractor for the particular materials furnished. The Contractor shall provide or arrange for all services required for the unloading, handling and storage of such materials and equipment through installation.
- 1.6 The Contractor shall visually inspect all shipments from material and equipment vendors purchased directly by the City in accordance with this Special Condition (the "City Furnished Materials") and approve the vendors' invoices for materials or equipment delivered, as City Furnished Materials are furnished to the Site in accordance with this Special Condition. The Contractor shall assure that each delivery of City Furnished Materials is accomplished by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the vendor conforming to the Purchase Order, together with such additional information as the City may require. The Contractor shall deliver to the City's Construction Services Project Manager all invoices for materials and equipment upon verification by such Contractor that the materials and equipment conform exactly to the Contract Documents and the Purchase Order. Upon receipt of any invoice for City Furnished Materials, the City's Construction Services Project Manager shall deliver such invoice to the City for payment directly to the vendor.

- 1.7 The Contractor shall inspect all City Furnished Materials to determine that such City Furnished Materials conform to the Contract Documents, including the Drawings and the Specifications, and to determine prior to incorporation into the Work whether any such City Furnished Materials are patently defective, and whether such City Furnished Materials are identical to the materials ordered and match the description of the bill of lading and the Purchase Order. If Contractor discovers defective or non-conforming City Furnished Materials upon such visual inspection, Contractor shall: (1) not recommend acceptance of such non-conforming materials and equipment, (b) not utilize such non-conforming or defective materials in the Work; (c) not allow Subcontractor to utilize such non-conforming or defective materials in the Work; and (d) promptly notify the City's Construction Services Project Manager, in writing, of the defective or non-conforming condition so that repair or replacement of those City Furnished Materials can occur without any undue delay or interruption to the Project. In the event that such Contractor fails to perform such inspection or otherwise incorporates into the Work such defective or non-conforming City Furnished Materials, the Contractor shall be responsible for the repair and replacement of defective or non-conforming materials, at its sole cost and expense.
- 1.8 The Contractor shall maintain records of all City Furnished Materials incorporated into the Work from the stock of City Furnished Materials. The Contractor shall account monthly to the City's Construction Services Project Manager and City for any City Furnished Materials delivered to the Site, indicating which City Furnished Materials have been incorporated into the Work.
- 1.9 The Contractor shall be responsible for obtaining and managing all warranties and guarantees for all City Furnished Materials. All repair, maintenance or damage-repair calls shall be forwarded by the City to the Contractor for resolution with the appropriate vendor, or Subcontractor.
- 1.10 After the City takes possession of the City Furnished Materials at the Site, possession of the City's Furnished Material shall immediately and automatically transfer to the Contractor without notice. The transfer of possession of City Furnished Materials from the City to the Contractor shall constitute a bailment for the mutual benefit of the City and such Contractor. The City shall be considered the bailor and such Contractor the bailee of the City Furnished Materials. City Furnished Materials shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the Project or consumed in the process of completing the Project.
- 1.11 The Contractor shall purchase and maintain builder's risk insurance, naming the City as an additional insured, sufficient to protect against loss of or damage to City Furnished Materials. Such insurance shall be in the amount stated elsewhere in the Contract and shall cover the full value of any City Furnished Materials between the time the City first takes title to and possession of any of such City Furnished Materials until final completion of the Work.
- 1.12 The City shall not be liable for any interruption or delay damages in the Project by virtue of ordering the City Furnished Materials, for any defects or other problems with the Project by virtue of ordering the City Furnished Materials, or for any extra costs resulting from any delay in the delivery of, or defects in, the City Furnished Materials.

- 1.13 The Contractor, on a monthly basis, shall review invoices submitted by all vendors of City Furnished Materials delivered to the Site during the prior month and either concur or object to the City's Issuance of payment to the vendors, based upon such contractor's records of materials delivered to the Site and whether any of the City Furnished Materials for which payment has not been made were either non-conforming or defective.
- 1.14 In order to arrange for the prompt payment to the vendor, the Contractor shall provide to the City's Construction Services Project Manager an approved invoice of the goods or materials within fifteen (15) days of receipt of said goods or materials. Upon receipt of the appropriate documentation, the City shall prepare a check payable to the vendor based upon the receipt of data provided. This check will be released, delivered and remitted directly to the vendor. The Contractor shall immediately obtain partial or final release of waivers as appropriate. The City shall not make any payment without the appropriate Contractor's concurrence and approval, which shall be delivered to the City by the City's Construction Services Project Manager. There shall be no retention on City Furnished Materials against either the vendor, the Contractor(s) or the Subcontractor(s).
- 1.15 The Contractor may, in its reasonable discretion, require certain material and equipment vendors to provide a supply bond in the amount of one-hundred percent (100%) of the Purchase Order price. The supply bond, if required, shall be issued by a qualified surety company authorized to do business in the State of Florida and acceptable to the City. If the supply bond is required, the costs thereof will be added to the amount of the Purchase Order. The Contractor shall verify that a vendor can furnish a supply bond. All bonds will name the City and the Contractor as additional obligees.
- 1.16 The Contractor is advised that the following list of equipment may be included under the sales and use tax exemption program for City Furnished Equipment. This list is provided to the Contractor for informational purposes only. The City reserves the right to revise the quantity of City Furnished Equipment by deleting equipment listed or including equipment not listed herein:

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Attachment A

CITY OF ORMOND BEACH **TERMS AND CONDITIONS**

The following Terms and Conditions are applicable to this order entered into by and between City of Ormond Beach (referred to as Buyer) and Vendor (referred to as Seller).

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

ANTI-DISCRIMINATION

Sellers doing business with the City are prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation with regard to but not limited to the following employment practices, rates of pay or other compensation methods, and training selection.

ASSIGNMENTS

Any assignment of this order, performance of work hereunder, in whole or in part, or monies due or to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold the seller responsible for any excess costs occasioned thereby.

DELIVERIES

Deliveries are to be made during hours 7:00 a.m. to 3:00 p.m., Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interest of the City and is due to causes beyond the control of the Seller. Such grant must be in writing and made part of the order.

F.O.B.

In those cases where prices stated are not F.O.B. Destination, Seller is required to prepay charges and list on invoices.

INDEMNIFICATION

To the extent authorized by law, Seller shall indemnify, save and hold harmless City of Ormond Beach, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors of assignees pursuant to the terms of this order.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by the Contractor and a representative of the City. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

INVOICING

Seller must render original invoice to the Ormond Beach Engineering Department, 22 South Beach Street Ormond Beach, Florida 32174.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless City of Ormond Beach, its employees and agents from liability for infringement of any United States patent, trademark or copyright trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

MODIFICATIONS

No modifications of this order shall be binding upon Buyer unless approved by an authorized representative of Buyer's Purchasing Office.

OCCUPATIONAL SAFETY AND HEALTH

Seller compliance required under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Material Safety Data Sheet (MSDS).

ORDER NUMBER

Order Number must appear on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning this order.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller's expense.

REPRESENTATIVES

All parties to this order agree that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly authorized City of Ormond Beach order.

TAX

City of Ormond Beach is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

TERMINATION

Buyer reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the City. Seller will be liable for excess cost of re-procurement.

TERMS

By accepting this order, the Seller agrees that payment terms shall be in accord with the Florida Prompt Payment Act, Florida Statute 218.70, *et seq.*

UNACCEPTABLE TERMS

No provision of Vendor's agreement to supply the ordered goods, equipment, or materials shall in any way limit Vendor's liability for damages caused by defects in the materials incorporated in, nor the design or manufacture of, Vendor's equipment, goods, or materials. Vendor's agreement shall not include any provision requiring City of Ormond Beach to pay Vendor's attorney's fees in any dispute or claim arising out of this purchase order.

UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the Seller and City for any terms and conditions not specifically stated in this order.

VENUE

Any and all legal actions arising from or necessary to enforce this contract will be held in Volusia County, and the service of process and interpretation of contractual obligation shall be in accordance with the laws of the State of Florida.

WARRANTY

Vendor acknowledges that the materials being ordered are for incorporation into a construction project being built by City of Ormond Beach pursuant to a contract with a construction contractor. Vendor agrees that it shall warrant its goods, equipment, or materials being ordered herein in compliance with Vendor's normal warranties, or in compliance with the warranty provisions of the construction contract, the terms of which are incorporated herein, whichever warranty provides the City with the greatest protection.

END OF SECTION

LIEN WAIVER

The undersigned does hereby certify that through _____, 20____, the undersigned has performed labor and/or furnished materials for the construction of the _____ located at _____ owned by _____, at a price of \$_____, and in consideration of the payment to the undersigned of such sum, the receipt of which is hereby acknowledged, the undersigned does hereby release and waive all liens and claims to liens which the undersigned may have as a result of the performance of such labor and/or the furnishing of such materials, and that the undersigned has paid in full for all materials purchased by the undersigned in connection with such project and for all labor furnished by the undersigned in connection with such project. The undersigned further certifies that the last date on which the undersigned furnished such labor and/or materials was _____, 20_____.

CONTRACTOR

By _____ DATE: _____

TITLE: _____

THE STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, on this day personally appeared _____, the _____ of _____, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and as the act and deed of said corporation, and in capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20_____.

Notary Public in and for
said County and State

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: **STORMWATER INLINE CHECK VALVES**
Bid Number 2024-26

The work consists of: Furnish & Install 15 stormwater inline check valves from WAPRO or RED VALVE at various location throughout the City.

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 thru 6 Furnish & Install Check Valve

Payment. Payment for this item shall be per item contract unit price and shall be full compensation for all labor, material, and equipment for proper installation of each WAPRO WASTOP INLINE CHECK VALVE or RED VALVE TIDEFLEX CHECKMATE ULTRAFLEX INLINE CHECK VALVE, **and includes any pipe cleaning that may be required to install the device.**

END OF SECTION

SECTION 01027
APPLICATIONS FOR PAYMENT

PART 1 – GENERAL

1.01 FORMAT AND DATA REQUIRED

- A. Coordinate the Schedule of Values and Applications for Payment with the CONTRACTOR'S Construction Schedule, Submittal Schedule, and List of Subcontracts.
- B. Schedule of Values: Coordinate preparation of the Schedule of Values with preparation of the CONTRACTOR'S Construction Schedule.
- C. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
 - 1. CONTRACTOR'S Construction Schedule.
 - 2. Application for Payment forms, including Continuation Sheets.
 - 3. List of subcontractors.
 - 4. List of products.
 - 5. List of principal suppliers and fabricators.
 - 6. Schedule of submittals.
- D. Submit the Schedule of Values at the earliest possible date but no later than 7 days before the date scheduled for submittal of the initial Applications for Payment.
- E. Format and Content: Use the Project Manual table of contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.
- F. Include the following Project identification:
 - 1. Project name and location.
 - 2. Name of ENGINEER.
 - 3. Project number.
 - 4. CONTRACTOR'S name and address.
 - 5. Date of submittal.
- G. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division.
 - 2. Description of Work.
 - 3. Name of subcontractor.

4. Change Orders (numbers) that affect value.
 5. Dollar value.
 6. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- H. Provide a breakdown of the Contract Sum in sufficient detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts to nearest whole dollar; the total shall equal the Contract Sum.
- I. Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives change the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by the ENGINEER and paid for by the OWNER.
- K. Payment Application Times: Payment dates are indicated in the Agreement. The period covered by each application is the period indicated in the Agreement.
- L. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Applications for Payment.
- M. Application Preparation: Complete every entry, including notarization and execution by a person authorized to sign on behalf of the CONTRACTOR. The ENGINEER will return incomplete applications without action.
1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- N. Transmittal: Submit 3 executed original copies of each Application for Payment to the ENGINEER within 24 hours. One copy shall be complete, including waivers of lien and similar attachments.
1. Transmit each copy with a transmittal listing attachments and recording appropriate information related to the application.
- O. Waivers of Mechanics Lien: With each Application for Payment, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the previous payment.

1.02 INITIAL APPLICATION FOR PAYMENT

- A. Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:
 - 1. List of subcontractors.
 - 2. List of principal suppliers and fabricators.
 - 3. Schedule of Values.
 - 4. CONTRACTOR'S Construction Schedule (preliminary if not final).
 - 5. Submittal Schedule (preliminary if not final).
 - 6. List of CONTRACTOR'S staff assignments.
 - 7. Copies of building permits.
 - 8. Copies of licenses from governing authorities.
 - 9. Certificates of insurance and insurance policies.
 - 10. Performance and payment bonds.

1.03 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the OWNER requires substantiating data, CONTRACTOR shall submit suitable information, with a cover letter identifying:
 - 1. Project.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored products:
 - a. Item number and identification as shown on application.
 - b. Description of specific material.
- B. Submit one (1) copy of data and cover letter for each copy of application.
- C. Submit requisite number of photographs with each application.
- D. List the name and address of all Subcontractors and Suppliers who have performed work or provided supplies or material for each application.
- E. Submit certified payroll sheets for CONTRACTOR'S forces and all Subcontractors for the month preceding the submitted application.
- F. Submit revised monthly progress schedules with each month's Application for Payment, including cash flow projections.
- G. The CONTRACTOR is to maintain an updated set of drawings to be used as record drawings in accordance with the Contract Documents. AS A PREREQUISITE FOR PAYMENT OF MONTHLY PROGRESS PAYMENTS, THE CONTRACTOR IS TO EXHIBIT THE UPDATED RECORD DRAWINGS FOR REVIEW BY THE OWNER.

1.04 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Following issuance of the Certificate of Substantial Completion, submit an Application for Payment. This application shall reflect Certificates of Partial Substantial Completion issued previously for OWNER occupancy of designated portions of the Work.
- B. Administrative actions and submittals that shall precede or coincide with this application include the following:
 - 1. Occupancy permits.
 - 2. Warranties and maintenance agreements.
 - 3. Test/adjust/balance records.
 - 4. Maintenance instructions.
 - 5. Meter readings.
 - 6. Changeover information related to OWNER'S occupancy.
 - 7. Final cleaning.
 - 8. Application for reduction of retainage and consent of surety.

1.05 FINAL PAYMENT APPLICATION

- A. Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
 - 1. Completion of Project closeout requirements and submittals including As-Built Survey.
 - 2. Completion of items specified for completion after Substantial Completion.
 - 3. Transmittal of Project construction records to the OWNER.
 - 4. Certified property survey.
 - 5. Proof that taxes, fees, and similar obligations were paid.
 - 6. Removal of temporary facilities and services.
 - 7. Change of door locks to OWNER'S access.

PART 2 – PRODUCTS

(Not Applicable)

PART 3 – EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01040 COORDINATION

PART 1 - GENERAL

1.01 PROJECT COORDINATION

A. The Contractor shall provide for the complete coordination of the construction efforts. This shall include, but not necessarily be limited to, coordination of the following:

1. the work of subcontractors
2. the flow of material and equipment from suppliers
3. the interrelated work with public utilities companies
4. the interrelated work with the Owner where tie-ins to existing facilities are required
5. the effort of independent testing agencies.

B. The Contractor will be allowed the widest practicable latitude in establishing his work plan. Contractor shall submit a plan of work to Owner and Engineer.

1.02 CUTTING AND PATCHING

A. The Contractor shall do all cutting, fitting and patching of his work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Engineer and the others whose work will be affected.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01050 FIELD ENGINEERING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

The Contractor shall provide and pay for field engineering service required for the project. Such work shall include survey work to establish lines and levels and to locate and lay out site improvements, structures, and controlling lines and levels required for the construction of the work. Also included are such Engineering services as are specified or required to execute the Contractor's construction methods. Engineers and Surveyors shall be licensed professionals under the laws of the state where the project is located.

1.02 GRADES, LINES AND LEVELS

Existing basic horizontal and vertical control points for the project are those designated on the Drawings. The Contractor shall locate and protect control points prior to starting site work and shall preserve all permanent reference points prior to starting site work and shall preserve all permanent reference points during construction. In working near any permanent property corners or reference markers, the Contractor shall use care not to remove or disturb any such markers. In the event that markers must be removed or are disturbed due to the proximity of the construction work, the Contractor shall have them referenced and reset by a Land Surveyor qualified under the laws of the state of the project.

1.03 LAYOUT DATA

The Contractor shall lay out the work at the location and to the lines and grades shown on the Drawings. Survey notes indicating the information and measurements used in establishing locations and grades shall be kept and furnished with the record drawings for the project.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

01050-1

SECTION 01200 PROJECT MEETINGS

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

Project meetings shall be scheduled as needed throughout the progress of the work. Those responsible for scheduling the meetings shall prepare the agenda, distribute written notice of each meeting not less than four days in advance of the meeting date, make physical arrangements for the meeting, preside at the meeting, record the minutes (include all significant proceedings and decisions), and reproduce and distribute copies of the minutes to all participants, all parties affected by decisions made, and the Engineer.

Representatives attending the meetings shall be qualified and authorized to act on behalf of the entities they represent.

1.02 PRE CONSTRUCTION CONFERENCE

Before the Contractor starts the work at the site, the Engineer will schedule a preconstruction conference which will be held for review and acceptance of the schedules referred to in Section 01300, to establish procedures for handling shop drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the work.

The date for the start of construction shall be established at this conference.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION

01200-1

SECTION 01300 SUBMITTALS

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The type of submittal requirements specified in this section include the following:

- Progress Schedules and Reports
- Product Data
- Shop Drawings
- Manufacturer's Data
- Miscellaneous

Submittals shall be clear and legible, printed or typed. Submittals received that are not so, shall be returned to be resubmitted when in legible form.

1.02 PROGRESS SCHEDULES AND REPORTS

Within 10 days after the effective date of the Agreement, the Contractor shall submit to the Engineer for review and acceptance an estimated progress schedule indicating the starting and completion dates of the various stages of the work, a preliminary schedule of shop drawing submissions, and a preliminary schedule of values of the work. Include subschedules of related activities which are essential to its progress.

Revised schedules shall be submitted periodically as changes become apparent.

Unless other format or use of a network analysis system is required, schedules shall be prepared in the form of a horizontal bar chart. A separate horizontal bar shall be provided for each trade or operation. The first work day of each week shall be identified on the horizontal time scale. Scale and spacing will be such as to allow space for notations and revisions.

Schedules shall show the complete sequence of construction by activity with dates for the beginning and completion of each major element of construction. Projected percentage of completion for each item as of the first day of each month shall be shown.

Progress Reports:

The Contractor shall prepare and submit a monthly progress report. The report shall indicate the progress at the date of submission of each activity shown on his progress schedule. It shall show changes occurring since previous submissions, activities modified since previous submissions, and revised projections of progress and completion. The submittal shall include a narrative report to define: problem areas, anticipated delays, and the impact on the schedule, and corrective action recommended and its effect.

1.03 PRODUCT DATA (Shop Drawings and Manufacturer's Data)

The Contractor shall prepare and submit to the Engineer a schedule of the shop drawings, product data and samples which are required for the work together with anticipated submittal time. Any drawings which require critical timing for maintaining delivery or construction schedules shall be so noted. Shop drawing submittal schedule shall be coordinated with the requirements of construction progress schedules.

Those submittals required under various sections of the specifications, but not listed on the Contract Submittal List shall be submitted as "RECORD SUBMITTALS" and given to the Engineer along with the Record Drawings as specified in Section 01700 - Contract Closeout.

Product data submitted for substitutions shall be handled as specified in Section 01630 - Substitutions and Product Options.

Definitions:

Work-related submittals of this section are categorized for convenience as follows:

Shop drawings include specially-prepared technical data for this project, including drawings, diagrams, performance curves, data sheets, schedules, templates, patterns, reports, calculations, instructions, measurements and similar information not in standard printed form for general application to several projects.

Product data include standard printed information on materials, products and systems; not specially-prepared for this project, other than the designation of selections from among available choices printed in the information.

Miscellaneous submittals related directly to the work (non-administrative) include warranties, maintenance agreements, workmanship bonds, project photographs, survey data and reports, physical work records, quality testing and certifying reports, copies of industry standard, record drawings, field measurement data, operating and maintenance materials, overrun stock, and similar information, devices and materials applicable to the work and not processed as shop drawings, product data or samples.

1.04 GENERAL SUBMITTAL REQUIREMENTS

After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review and approval, in accordance with the accepted schedule of shop drawing submissions, five copies of all shop drawings, which shall have been checked by and stamped with the approval of the Contractor and identified as the Engineer may require. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and like information to enable the Engineer to review the information as required.

The Contractor shall also submit to the Engineer for review and approval with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have

been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, and pertinent catalog numbers and the use for which intended. At the time of each submission, the Contractor shall, in writing, call the Engineer's attention to any deviations that the shop drawings or samples may have from the requirements of the Contract Documents.

The Engineer will review and approve with reasonable promptness shop drawings and samples, but the Engineer's review and approval shall be only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident to the work. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of shop drawings and resubmit new samples for review and approval. The Contractor shall direct specific attention, in writing, to revisions other than the corrections called for by the Engineer on previous submittals. The Contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimension, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that the Contractor has reviewed or coordinated each shop drawing or sample with the requirements of the work and the Contract Documents.

Where a shop drawing or sample is required by the Specifications, no related work shall be commenced until the submittal has been reviewed and approved by the Engineer.

The Engineer's review and approval of shop drawings or samples shall not relieve the Contractor from responsibility for any deviations from the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviations at the time of submission and the Engineer has given written concurrence and approval to the specific deviation, nor shall any concurrence or approval by the Engineer relieve the Contractor from responsibility for errors or omissions in the shop drawings.

Systems to be submitted in the shop drawing submittal shall include but not necessarily be limited to:

1. Each item of equipment and/or materials listed in the project equipment and material schedules;

Certifications:

Whenever a standard of quality is established by a reference specification, the Contractor shall submit a certificate by the manufacturer that the material supplied meets the requirements of both the project and reference specification.

Schedule of Values:

At least 10 days prior to submitting the first Application for a progress payment, the Contractor shall submit to the Engineer a schedule of values of the work. This schedule shall be satisfactory in form and substance to the Engineer. The schedule of values shall include quantities and unit prices aggregating the contract price, and shall subdivide the work into component parts in sufficient detail to serve as the basis for progress payments during construction. Upon acceptance of the schedule of values by the Engineer, it shall be incorporated into a form of Application for Payment acceptable to the Engineer.

Where estimated quantities and unit prices are shown in the Bid Form as the basis of payment, the quantities shown in the Bid Form are approximate and are given only as a basis of calculation upon which the award of the contract is to be made. The Owner or Engineer do not assume any responsibility that the final quantities will remain in accordance with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. Final payment will be made on the basis of the actual completed quantities of each item.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

**SECTION 01340
SHOP DRAWINGS**

PART 1 -GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall submit to the Engineer for review and approval, such working drawings, shop drawings, test reports and data on materials and equipment, and certificates and affidavits as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within twenty (20) calendar days after the effective date of the agreement, The Contractor shall submit to the Engineer a complete materials list of preliminary data on items for which shop drawings are to be submitted. Included in this materials list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way be expressed or implied relief to the Contractor from submitting complete shop drawings and providing material, equipment, etc., fully in accordance with the specifications. This procedure is required in order to expedite final review of shop drawings.
- C. The Contractor shall maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting with the Owner and the Engineer. This log shall include the following items:
 - 1. Submittal – Description and Number assigned.
 - 2. Date to Engineer
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (Approved, Approved as Noted, Not Approved/Resubmit).
 - 5. Date of resubmittal and return (as applicable).
 - 6. Date material release (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submitted.
 - 10. Specification Section.
 - 11. Drawings Sheet Number.

1.02 CONTRACTOR'S RESPONSIBILITY

- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the drawings and data shall bear Contractor's stamp and signature showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp and signature will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents. If the Contractor takes exception to the specifications, the Contractor shall note the exception in the letter of transmittal to the Engineer. Shop drawings submittals shall not be used as a vehicle for requesting approval of substitute or alternative equipment and materials. Substitution requests will be considered only when submitted in accordance with the applicable provisions of Section 01600.
- B. Determine and Verify:
 - 1. Field measurements
 - 2. Field construction criteria
 - 3. Catalog numbers and similar data
 - 4. Conformance with Specifications
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him, by the Engineer, with approval.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action from the time the Engineer receives them.

- F. All submittals shall be accompanied by a transmittal letter prepared in duplicate containing the following information:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. The number of each shop drawing, product data, and sample submitted
 - 5. Notification of deviations from contract documents
 - 6. Submittal log number conforming to specification section numbers.
- G. The Contractor shall submit four (4) copies of descriptive or product data submittals to complete shop drawings for the Engineer plus the number of copies which the Contractor requires returned. The Engineer will retain four (4) sets.
- H. The Contractor shall be responsible for and bear all costs of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- I. The Contractor shall be fully responsible for observing the need for and making any changes in the arrangement of piping, connections, wiring, manner of installation, etc., which may be required by the materials/equipment he proposed to supply both as pertaining to his own work and any work affected under other parts, headings, or divisions of Drawings and Specifications.

1.03 ENGINEER'S REVIEW OF SHOP DRAWINGS

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the specifications, external connections, and dimensions which affect the installation. The Engineer's review and exceptions, if any, will not constitute an approval of dimensions, quantities, and details of the material, equipment, device or item shown.
- B. The review of drawings and schedules will be general, and shall not be construed:
 - 1. as permitting any departure from the Contract requirements;
 - 2. as relieving the Contractor of responsibility of any errors, including details, dimensions and materials;
 - 3. As approving departures from details furnished by the Engineer, except as otherwise provided herein.

- C. If the drawings or schedules as submitted describe variations and show a departure from the contract requirements which Engineer finds to be in the interest of the Owner and to be so minor as not to involve a change in contract price or time for performance, the Engineer may return the reviewed drawings without noting an exception.
- D. When reviewed by the Engineer, each of the shop drawings will be identified as having received such review being so stamped and dated. Shop drawings stamped “NOT APPROVED/RESUBMIT” and with required corrections shown will be returned to the Contractor for correction and resubmittal.
- E. Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing or on resubmitted shop drawings, to revisions other than the corrections requested by the Engineer on previous submissions. The Contractor shall make any corrections required by the Engineer.
- F. If the Contractor considers any correction indicated on the drawings to constitute a change to the contract drawings or specifications, the Contractor shall give written notice thereof to the Engineer.
- G. Shop drawings and submittal data shall be reviewed by the Engineer for each original submittal and first resubmittal; thereafter review time for subsequent resubmittals shall be charged to the Contractor in accordance with the terms of the Engineer’s agreement with the Owner.
- H. When the shop drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make not further changes therein except upon written instructions from the Engineer.
- I. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor for resubmittal. Unless otherwise specifically permitted by the Engineer, make all submittals in groups containing all associated items for:
 - 1. Systems
 - 2. Processes
 - 3. As indicated in the specifications sections. All drawings, schematics, manufacturer’s product data, certifications and other shop drawing submittals required by a system specification shall be submitted at one time as a package to facilitate interface checking.

1.04 SHOP DRAWINGS

- A. When used in the Contract Documents, the term “shop drawings” shall be considered to mean Contractor’s plans for materials and equipment which become an integral part of the project. These drawings shall be completed and detailed. Shop drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer’s scale drawing, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required shop drawings as defined above. As used herein, the term “manufactured” applied to standard units usually mass produced; and “fabricate” means items specifically assembled or made out of selected materials to meet individual design requirements.
- B. Manufacturer’s catalog sheets, brochures, diagrams, illustrations and other standard descriptive data shall be clearly marked to identify pertinent materials, product or models. Delete information which is not applicable to the work by striking or cross-hatching.
- C. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor’s stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- D. Each shop drawing shall have a blank area located adjacent to the title block. The title block shall display the following:
 - 1. Project title and number
 - 2. Name of project building or structure
 - 3. Number and title of the shop drawing
 - 4. Date of shop drawing or revision
 - 5. Name of Contractor and subcontractor submitting drawing
 - 6. Supplier/manufacturer
 - 7. Separate detailer when pertinent
 - 8. Specification section
 - 10. Drawing number

- E. If drawings show variations from contract requirements because of standard shop practice or for other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the contract, even though such drawings have been reviewed.
- F. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- G. For all mechanical and electrical equipment furnished, the Contractor shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.
- H. All manufacturers or equipment suppliers who are proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required shop drawings. The installation list shall include at least five (5) installations where identical equipment has been installed and has been in operation for a period of at least (1) year.
- I. Only the Engineer will utilize the color "red" in marking shop drawing submittals.
- J. Final, approved shop drawings shall be provided in pdf format.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

01340-6

SECTION 01380
CONSTRUCTION PHOTOGRAPHS

PART 1 - GENERAL

1.01 SCOPE OF WORK

- A. Scope of Work: The Contractor shall employ a competent photographer to take construction record photographs and video recording prior to start of work and periodically during the course of the Work.

1.02 PHOTOGRAPHY REQUIRED

- A. Digital photographs shall be taken in conformance with this Section shall be furnished to the Engineer with each pay request. Failure to comply will result in rejection of pay request.
- B. Digital photographs shall be taken at each of the major stages of construction and as directed by the Engineer.
- C. Digital photographs may be taken by the Contractor's personnel but must be of professional quality as herein specified. Photographs which are deemed unsatisfactory will be rejected and retakes will be required.
- D. Views and Quantities Required:
 - 1. Contractor shall supply Digital pictures on a minimum 4 GB USB Flash Drive. One (1) view of each activity, as directed by the Resident Project Representative, up to a limit of ten activities photographed per month.
 - 2. One (1) Digital picture of five (5) views of overall Project site monthly including any change of condition, any structural changes, relocation, and all conflicts with utilities, as directed by the Resident Project Representative.
- E. Digital pictures shall contain and comply with the following:
 - 1. The Contractor shall maintain all Digital copies of photos for the entire Project and then shall convey the disks to the Owner at the completion of the Project.
 - 2. All disks shall be properly labeled with project name, project number, project start and end dates, Contractor's name, and Owner's name for which work was completed.

3. The photographer shall agree to furnish additional disks to Owner and the Engineer at commercial rates applicable at time of purchase.

1.03 COST OF PHOTOGRAPHY

- A. The Contractor shall pay costs for specified Digital photography and any required prints.

PART 2 - PRODUCTS

2.01 DIGITAL PHOTOGRAPH AND/OR PRINTS

- A. Type of Print (if required):
 1. Paper: Single weight, color print paper.
 2. Finish: Smooth surface, glossy.

Size: 4 inch x 6 inch for construction photos.
- B. Identify each photograph with the following (each print shall have information listed on back of each photograph and digital pictures shall have coordinating log sheet with information):
 1. Name of project
 2. Orientation of view
 3. Date and time of exposure
 4. Name and address of photographer
 5. Each photograph shall be numbered in consecutive order.

Note: Digital prints shall be used to clarify as-builts.

PART 3 - EXECUTION

3.01 TECHNIQUE

- A. Factual Presentation.
- B. Correct exposure and focus.
 1. High resolution and sharpness (minimum 800 DPI)
 2. Maximum depth-of-field
 3. Minimum distortion

3.02 VIEWS REQUIRED

- A. Digital photographs shall adequately illustrate condition of construction and state of progress.

1. At successive periods of photography, take at least one digital photograph from the same overall view as previously photographed.
2. Consult with the Engineer at each period of digital photography for instructions concerning views required.

3.03 DELIVERY OF PRINTS

- A. Deliver photographs, on USB Flash Drive with coordinating log, to the Engineer as attachment to Application for Payment. (Flash Drive will become property of Engineer and/or Owner).
- B. Distribution of construction photographs, as soon as processed, is anticipated to be as follows:
 1. Engineer one (1) set.
 2. Project record file one (1) set to be stored by Contractor until the end of the project which shall be delivered with Project Record Documents.
 3. Contractor one (1) set.

PART 4 – CONSTRUCTION VIDEO RECORDING

4.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment to furnish color audio video recording of the project site as specified herein.
- B. Furnish to the Engineer an original and one copy of a continuous color audio video recording on DVD around the entire project site. The recording shall be taken prior to any construction activity.
- C. The Engineer reserves the right to reject the audio video recording because of poor quality, unintelligible audio or uncontrolled pan or zoom. Any DVD rejected by the Engineer shall be redone at no cost to the Owner. Under no circumstances shall construction begin until the Engineer has received and accepted the audio video DVD(s).
- D. The recording shall be performed by a qualified, established audio video recording firm, knowledgeable in construction practices which have a minimum of one (1) year experience in the implementation of established inspection procedures.

4.02 COLOR AUDIO VIDEO SURVEY

- A. Complete coverage shall include all surface features located within the project site, easement areas, and adjacent private properties covering the extent of the project site to be utilized by the Contractor and will be supported by appropriate audio description made simultaneously with video coverage. Such coverage shall include, but not be limited to, all existing driveways, sidewalks, curbs, ditches, roadways including viaducts, landscaping, trees, culverts, headwalls, and retaining walls, and buildings located within the area. Video coverage shall extend to the maximum height of all structures within this zone.
- B. All recording shall be done during times of good visibility. No recording shall be done during periods of visible precipitation, or when more than ten percent of the ground area is covered with standing water, unless otherwise authorized by Owner.

4.03 AUDIO AND VIDEO

- A. Contractor shall furnish continuous color, audio-video DVD(s) of professional quality.
- B. Pre and post construction recording should be recorded on a DVD –R disk, 4.7 gigabits, recorded in SP mode (120 mins) or better (HQ,HSP), disk must be finalized with no editing of information and must be properly marked with date, location, contractors name, job site, and name of Videographer. The date and time stamp must be visible at all times on image and disk must be stored in an individual sleeve.
- C. Each DVD shall begin with the Owner's name, Contract name and number, Contractor's name, date and location information such as street name, direction of travel, viewing side, etc.
- D. Information appearing on the DVD must be continuous and run simultaneously by computer generated transparent digital information. No editing or overlaying of information at a later date will be acceptable.
- E. Digital information will be as follows:
 - 1. Upper left corner
 - a) Name of Contractor
 - b) Day, date and time
 - c) Name of project
 - 2. Lower left corner
 - a) Route of travel
 - b) Viewing side
 - c) Direction of travel
 - d) Stationing

- F. Time must be accurate and continuously generated.
- G. Engineering station numbers must be continuous, be accurate and correspond to project stationing. The symbols should be the standard engineering symbols (i.e. 16+64).
- H. Written documentation must coincide with the information on the DVD so as to make easy retrieval of location sought for at a later date.
- I. The video system shall have the capability to transfer individual frames of video electronically into hard copy prints or photography negatives.
- J. Audio shall be recorded at the same time as the video recording and shall have the same information as on the viewing screen. Special commentary will be given for unusual conditions of buildings, sidewalks and curbing, foundations, trees and shrubbery, etc.
- K. All DVDs and boxes shall bare labels with the following information:
 - 1. Recording Number
 - 2. Owner's Name
 - 3. Date of Recording
 - 4. Project Name and Number
 - 5. Location and Standing Limit of DVD
- L. Prior to commencement of audio video recording, the contractor shall notify the Engineer in writing when and where the audio video recording will begin. The Engineer may provide a designated representative to accompany and oversee coverage of all recording operations. Audio video recording completed without an Engineer representative present will be unacceptable unless specifically authorized by the Engineer.

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 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 01600 MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Materials and equipment furnished by CONTRACTOR shall be new and shall not have been in service at any other installation unless otherwise provided. Materials and equipment shall conform to applicable specifications and standards and comply with the size, make, type and quality specified, or as specifically approved in writing by ENGINEER.

Manufactured and fabricated items shall be designed, fabricated and assembled in accordance with the best engineering and shop practices. Like parts of duplicate units shall be manufactured to standard sizes and gauges to be interchangeable.

Two or more things of the same kind shall be identical, by the same manufacturer.

Materials and equipment shall be suitable for service conditions shown or specified.

Equipment which requires auxiliary devices or equipment in order to operate properly shall have such auxiliary devices or equipment included as a part of its system.

Equipment sizes, capacities and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

Materials and equipment shall not be used for any purpose other than that for which it is designed or is specified.

Where existing materials or equipment is specifically shown or specified to be reused in the work, special care shall be used in removal, handling, storage, and reinstallation, to assure proper function in the completed work.

CONTRACTOR shall arrange for transportation, storage and handling of products which require off-site storage, restoration or renovation.

Salvaged Materials. In the absence of special provisions to the contrary, salvaged materials, equipment or supplies are the property of OWNER and shall be cleaned and stored as directed by ENGINEER.

Manufacturer's Instructions. The installation of all work shall comply with manufacturer's written instructions. CONTRACTOR shall obtain and distribute copies of such instructions to parties involved in the installation including two copies to ENGINEER. One complete set of instructions shall be maintained at the job site during installation and until completion. All products and equipment shall be handled, installed, connected, cleaned, conditioned and adjusted in accordance with the manufacturers instructions and specified requirements. Should job

conditions or specified requirements conflict with manufacturers instructions, such conflicts shall be called to ENGINEER'S attention for resolution and revised instructions.

Equipment Guarantee. All mechanical and electrical equipment, together with devices of whatever nature and all components, which are furnished and/or installed by CONTRACTOR shall be guaranteed. The guarantee shall be against manufacturing and/or design inadequacies, materials and workmanship, improper assembly, hidden damage, failure of devices and/or components, excessive leakage or other circumstances which would cause the equipment to fail under normal design and/or specific operating conditions for a period of one year or such longer period as may be shown and/or specified from and after the date of acceptance of the equipment by OWNER. Each piece of equipment, device or component which shall fail within the above specified term shall be replaced with reasonable promptness by CONTRACTOR without cost to OWNER.

Operating Characteristics. Rotating machinery shall be designed and fabricated to provide satisfactory operation without excessive wear and without excessive maintenance during its operating life. Rotating parts shall be statically and dynamically balanced and shall operate without excessive vibration.

Lubrication System. The minimum design criteria for lubrication of moving parts of the equipment shall include one week of continuous operation during which no lubricants shall be added to the system. The system shall also be designed to receive lubricants whether in operation or shut down, and shall not leak or waste lubricants under either condition. The manufacturer's recommendations of grade and quality and a supply of the lubricants so recommended in quantities sufficient to conduct startup and testing operations shall be furnished with the equipment.

Safety Requirements. Screens, guards or cages shall be provided for all exposed, rotating or moving parts in accordance with accepted practices of applicable governmental agencies.

Nameplates. Each major component of equipment shall have the manufacturers name, catalog and/or model number, serial number and applicable performance requirements and characteristics embossed, stamped, or engraved on a stainless steel plate securely attached to the item of equipment.

Anchor Bolts. The manufacturer shall provide stainless steel anchor bolts for each piece of equipment furnished.

1.02 TRANSPORTATION AND HANDLING

Materials and equipment shall be loaded and unloaded by methods affording adequate protection against damage. Every precaution shall be taken to prevent injury to the materials or equipment during transportation and handling. Suitable power equipment will be used and the materials or equipment shall be under control at all times. Under no condition shall the materials or equipment be dropped, bumped or dragged. When a crane is used, a suitable hook or lift sling shall be used. The crane shall be so placed that all lifting is done in a vertical plane. Materials or equipment skid loaded, palletized or handled on skidways shall not be skidded or rolled against materials or equipment already unloaded.

Materials and equipment shall be delivered to the job site by means that will adequately support it and not subject it to undue stresses. Contractor shall promptly inspect the products for damage and defects and conformance with the specification. Materials and equipment damaged or injured in the process of transportation, unloading or handling will be rejected and shall be immediately removed from the site.

1.03 STORAGE AND PROTECTION

All materials and equipment shall be stored in accordance with the manufacturer's instructions, with seals and labels intact and legible. Items subject to damage by the elements shall be stored in weathertight enclosures. Temperature and humidity shall be maintained within the ranges required by the manufacturers instructions. Fabricated items shall be stored above the ground on blocking or skids. Items which are subject to deterioration shall be covered with impervious coatings with adequate ventilation to avoid condensation. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Any items which will come in contact with potable water shall be stored off the ground so as to prevent contamination.

Storage shall be arranged in such a manner to provide easy access for inspection. Periodic inspections shall be made of all stored items to assure that they are maintained under specified conditions, and free from damage or deterioration.

After installation, CONTRACTOR shall provide substantial coverings as necessary to protect installed items from damage, from traffic, and subsequent construction operations. Coverings shall be removed when no longer needed.

PART 2 - MATERIALS AND EQUIPMENT

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01630
SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUESTS FOR REVIEW

- A. Requests to review substitute items of material and equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute or equivalent item of material or equipment, the Contractor shall make written application to the Engineer for acceptance, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equivalent substance to that specified and be suited to the same use and capable of performing the same function as that specified. The application will state whether or not acceptance of the substitute for use in the work will require a change in Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Engineer in evaluating the proposed substitute. The Engineer may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute. The Engineer will be the sole judge of acceptability, and no substitute will be ordered or installed without the Engineer's prior written acceptance. The Owner may require the Contractor to furnish at the Contractor's expense, a special performance guarantee or other surety with respect to any substitute.

1.02 SUBSTITUTION AFTER EXECUTION OF AGREEMENT

- A. After execution of the Agreement, substitution of materials or equipment supplied by manufacturers or suppliers other than those listed, will be considered only if it is demonstrated by the Contractor that:
1. the material or equipment proposed for substitution is superior in design, construction and/or efficiency to that of the listed manufacturer or supplier;
 2. the material proposed for substitution is in every way equal to that of the listed supplier, and that availability and/or delivery of listed materials within the time frame scheduled cannot be met; or
 3. the material proposed for substitution is in every way equal to that of the listed

supplier and is available at a lower cost. In the event such a substitution is allowed, the Contractor shall accept and execute a Change Order reducing the Contract Price by an amount equal to the cost differential.

1.03 EQUIVALENT MATERIALS AND EQUIPMENT

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function, and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by the Engineer to determine that the material or equipment proposed is equivalent to that named.
- B. It is not the intent of the Contract Documents to function as proprietary specifications. Where a particular manufacturer make and model are cited and specifically required for interchangeability of parts and/or match existing equipment, this has been so stated in the Specifications.
- C. The standard products of manufacturers other than those specified may be considered when it is demonstrated to the ENGINEER that they are equal in quality, composition, durability, usefulness and convenience for the purpose intended. Requests for substitutions will only be considered, provided the following minimum conditions are met:
 - 1. The proposed coating system shall use an equal or greater number of separate coats to achieve the required dry film thickness.
 - 2. The proposed coating system shall use coatings of the same generic type.
 - 3. All requests for substitutions shall have the directions for application and descriptive literature which includes generic type, nonvolatile content by volume and information confirming that the substitution is equal to the specified coating system.
 - 4. The CONTRACTOR shall provide Certified Laboratory Data Sheets showing the results of complete spectrographic and durability tests performed on the proposed substitute. Tests shall be performed by a laboratory which conforms to the provisions of the American Society for Testing and Materials (ASTM E329) and which is a member of the American Council of Independent Laboratories. Costs incurred in the testing program shall be borne by the CONTRACTOR.

5. The cost of all testing and analyzing of the proposed substitute materials that may be required by the ENGINEER, shall be paid by the CONTRACTOR. If the proposed substitution requires changes in the contract work, the CONTRACTOR shall bear all such costs involved and the costs of allied trades affected by the substitution.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

Definition:

Closeout is defined to include general requirements near end of Contract Time, in preparation for final acceptance, final payment, normal termination of contract, occupancy by OWNER and similar actions evidencing completion of the work. Specific requirements for individual units of work are specified in sections of Division 2 through 16. Time of closeout is directly related to "Substantial Completion", and therefore may be either a single time period for entire work or a series of time periods for individual parts of the work which have been certified as substantially complete at different dates. That time variation (if any) shall be applicable to other provisions of this section.

1.02 PREREQUISITES TO SUBSTANTIAL COMPLETION

When the CONTRACTOR considers the work to be substantially complete, he shall submit to the ENGINEER: a written notice that the work, or designated portion thereof, is substantially complete; and a list of items to be completed or corrected.

Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

Should the ENGINEER determine that the work is not substantially complete, the ENGINEER will promptly notify the CONTRACTOR, in writing, giving the reasons. The CONTRACTOR shall remedy the deficiencies in the work and send a second written notice of substantial completion to the ENGINEER. The ENGINEER will reinspect the work.

When the ENGINEER finds that the work is substantially complete, he will prepare and deliver to the OWNER a tentative Certificate of Substantial Completion with a tentative list of items to be completed or corrected before final payment. After consideration of any objections made by the OWNER as provided in Conditions of the Contract, and when the ENGINEER considers the work substantially complete, the ENGINEER will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

When the CONTRACTOR considers the work complete, he shall submit written certification that the Contract Documents have been reviewed, the work has been inspected for compliance with the Contract Documents, the work has been completed in accordance with the Contract Documents, equipment and systems have been tested in the presence of the OWNER's representative and are operational, and the work is completed and ready for final inspection.

With reasonable promptness after receipt of such certification, the ENGINEER will make an inspection to verify the status of completion. Should the ENGINEER consider that the work is

incomplete or defective, he will promptly notify the CONTRACTOR, in writing, listing the incomplete or defective work. The CONTRACTOR shall take immediate steps to remedy the stated deficiencies and send a second written certification to the ENGINEER that the work is complete. The ENGINEER will reinspect the work.

Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR, the OWNER will compensate the ENGINEER for such additional services, and the OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

1.03 CLOSEOUT SUBMITTALS

When the ENGINEER finds that the work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make closeout submittals.

The CONTRACTOR's closeout submittals shall include:

1. Evidence of compliance with requirements of governing authorities.
2. Project Record Documents.
3. Evidence of Payment and Release of Liens.
4. Certificate of Insurance for Products and Completed Operations.
5. Warranties and Bonds.

1.04 ADDITIONAL CLOSEOUT REQUIREMENTS

Project Record Documents:

The CONTRACTOR shall keep one Record copy of all specifications, drawings, addenda, modifications, shop drawings, field test records, and samples at the site in good order and annotated in red to show all changes made during the construction process. These shall be available to the ENGINEER for examination and shall be delivered to the ENGINEER for the OWNER upon completion of the work.

Documents and samples shall be stored in the CONTRACTOR's field office apart from documents used for construction. The CONTRACTOR shall provide files and racks for storage of documents, and a locked cabinet or secure storage space for storage of samples. Documents shall be maintained in a clean, dry, legible condition and in good order.

Record Documents shall not be used for construction purposes.

Each Document shall be labeled "PROJECT RECORD" in neat, large printed letters.

Information shall be recorded by the CONTRACTOR, on a daily basis, concurrently with construction progress. No work shall be concealed until required information is recorded on the CONTRACTOR's Record Drawings.

Drawings shall be legibly marked to record actual construction information on: depths of various elements of foundation in relation to finish first floor datum; horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure; field changes of dimension and detail; changes made by Field Order or by Change Order; and details not on original contract drawings.

Specifications and Addenda shall have each section legibly marked to record: manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed; and changes made by Field Order or by Change Order.

At contract closeout Record Documents shall be delivered to the ENGINEER for the OWNER. The submittal shall be accompanied with a transmittal letter in duplicate, containing:

1. Date
2. Project title and number
3. CONTRACTOR's name and address
4. Title and number of each Record Document
5. Signature of CONTRACTOR or his authorized representative

As-Built Survey Requirements:

Not Applicable

Operating and Maintenance Data:

The CONTRACTOR shall compile product data and related information appropriate for OWNER's maintenance and operation of products furnished under the Contract.

The submittals shall include but not necessarily be limited to:

Manufacturer's specifications.

Directions and instructions relating to assembly, installation, operation and maintenance.

Parts list with catalog numbers and other data necessary for ordering replacements.

1.05 WARRANTIES AND BONDS

The CONTRACTOR shall compile and submit to the ENGINEER in duplicate, for review and transmittal to the OWNER, warranties, bonds, service and maintenance contracts as specified in the respective sections of Specifications. Submittal shall be made within ten days after Substantial Completion and prior to final request for payment.

1.06 FINAL STATEMENT OF ACCOUNTING

The CONTRACTOR shall submit a final statement of accounting to the ENGINEER. The statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum

2. Additions and deductions resulting from:
 - Previous Change Orders
 - Deductions for uncorrected work
 - Deductions for liquidated damages
 - Deductions for reinspection payments
 - Other adjustments
3. Total Contract Sum, as adjusted
4. Previous payments
5. Sum remaining due

1.07 FINAL CHANGE ORDER

The ENGINEER will prepare a final Change Order, if required, reflecting approved adjustments to the Contract Sum which were not previously made by Change Orders.

1.08 FINAL APPLICATION FOR PAYMENT

The CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

(Not Applicable)

END OF SECTION

SECTION 01710 FINAL CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

The CONTRACTOR shall execute cleaning, during progress of the work, and at the completion of the work, as required by General Conditions.

Cleaning and disposal operations shall comply with all applicable codes, ordinances, regulations, and anti-pollution laws.

Refer to Section 01500 - Temporary Facilities And Controls for additional requirements.

PART 2 - MATERIALS

The CONTRACTOR shall:

Use only those materials which will not create hazards to health or property and which will not damage surfaces.

Use only those cleaning materials and methods recommended by manufacturer of the surfaces to be cleaned.

Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.01 CLEANING DURING CONSTRUCTION

The CONTRACTOR shall:

Execute periodic cleaning to keep the work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

Provide on-site containers for the collection of waste materials, debris and rubbish. Rental of refuse/waste containers must fully comply with the requirements of Section 01500 - Temporary Facilities And Controls.

Remove waste materials, debris and rubbish from the site at least once a week and dispose of at legal disposal areas away from the site.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

3.02 FINAL CLEANING

The CONTRACTOR shall:

Employ skilled workmen for final cleaning.

Remove grease, mastic, adhesives, dust, dirt, stains, and other foreign materials from sight-exposed surfaces.

Broom clean exterior paved surface; rake clean other surfaces of the grounds.

Except as otherwise indicated or requested by the ENGINEER, remove temporary protection devices and facilities which were installed during the course of the work to protect previously completed work during the remainder of the construction project.

Prior to final completion, CONTRACTOR shall conduct an inspection of work areas, to verify that the entire work is clean.

Where extra materials of value remaining after completion of the associated work have become the OWNER's property, dispose or store at the site, as directed by the ENGINEER.

END OF SECTION

SECTION 01740 WARRANTIES

PART 1 - GENERAL

1.01 DESCRIPTION OF REQUIREMENTS

All work performed under this contract shall be warranted for labor and materials for a minimum period of one year after date of completion and acceptance of the project. Specific warranties are noted in specific sections.

Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the work.

Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the owner has benefited from use of the work through a portion of its anticipated useful service life.

Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
2. Where the Contract Documents require a special warranty, or similar commitment, the Owner reserves the right to refuse to accept the work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion, submit written warranties upon request of the Engineer.

END OF SECTION

01740-2

SECTION 02050 DEMOLITION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work includes, but is not limited to, demolition and removal of the top slabs for lift station valve vaults and wet wells, removal of concrete pavement, removal of pumps, piping, electrical controls, wiring and lighting within grassed and landscaped dedicated easements as shown on the drawings.

1.02 QUALITY ASSURANCE

A. Accomplish all demolition work so there is no injury to any persons and no damage to adjacent structures or property. All demolition methods shall be in full compliance with municipal, county, state, and federal ordinances. Demolition work shall comply with the requirements of the Occupational Safety and Health Administration (OSHA).

B. The Contractor shall comply with all municipal, county, state, and federal ordinances regarding the disposal of rubble, scrap metal, and refuse.

C. Demolition procedures shall provide for safe conduct of the work, protection of property which is to remain undisturbed, and coordination with other work in progress.

1.03 JOB CONDITIONS

A. General:

1. It shall be the responsibility of the Contractor to visit the site and inspect the nature and condition of the items to be removed and salvaged before submitting his bid.

B. Dust Control:

1. Control the amount of dust resulting from demolition to prevent the spread of dust to occupied portions of buildings and to avoid creation of a nuisance in the surrounding area. Do not use water when it will result in, or create, hazardous or objectionable conditions such as flooding and pollution.

C. Protection of Existing Work:

1. Protect existing work. Work damaged by the Contractor shall be repaired to match existing work.

1.04 PERMITS AND NOTICES

A. Permits and Licenses: Contractor shall obtain all necessary permits and licenses for

performing the work and shall furnish a copy of same to the Engineer prior to commencing the work. The contractor shall comply with the requirements of the permits.

- B. Notices: Contractor shall issue written notices of planned demolition to Owner, Engineer and businesses or local residents located in the vicinity of the project site. Notices shall be received at least 48 hours in advance of the planned demolition activity.
- C. Utility Services: Contractor shall notify utility companies or local authorities furnishing gas, sewer, water, electrical or telephone to remove any equipment owned by them in structures to be demolished and to remove, disconnect, cap or plug their services to facilitate demolition.

1.05 TRAFFIC AND ACCESS

- A. Conduct demolition and modification operation, and removal of piping and debris to ensure minimum interference with roads, streets and sidewalks both onsite and off site and to ensure minimum interference with occupied or used facilities.
- B. Contractor shall at all times maintain safe and convenient access to the existing site.
- C. Do not close or obstruct streets or walks without permission from the Owner and Engineer. Provide alternate traffic routes around closed or obstructed access ways.

1.06 UTILITIES

- A. Existing utilities to remain in service and protected against damage during demolition operations. This may include the installation/construction of bypass piping where necessary.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the Owner and Engineer. Provide temporary services during interruption to existing utilities as required by the Owner.
- C. The Contractor shall cooperate with the Owner to shut off utilities serving the existing facilities as required by demolition operations. If service must be cut off to existing customers, the Owner must have at least three (3) days notice to make necessary preparations.
- D. The Contractor shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all public and private utilities or services under this jurisdiction of utility companies.

1.07 POLLUTION CONTROL

- A. For pollution control, use water sprinkling, temporary enclosures and other suitable methods as necessary to limit the amount of dust and dirt rising and scattering in the air to the lowest level of air pollution practical for the conditions or work. Comply with the governing regulations.

- B. Clean structures and improvements of all dust, dirt and debris caused by demolition operations as directed by the Engineer. Return areas to conditions existing prior to the start of work.

1.08 QUALITY CONTROL

- A. Protect all existing materials and equipment to be salvaged or reused from damage.
- B. Cap or plug all lines to be abandoned.
- C. Leave all exposed ends of all pipe covered and safe.

PART 2 - PRODUCTS

NONE

PART 3 - EXECUTION

3.01 DISPOSAL

- A. Equipment, piping, and materials which are designated to remain the property of the Owner shall be moved to a location designated by the Owner.
- B. All removed materials not specifically designated to remain the property of the Owner shall become the property of the Contractor and shall be removed from the site and disposed of in a lawful manner.
- C. Do not allow debris and rubbish to accumulate on the site. Remove debris and rubbish from the site.

3.02 CLEAN-UP

- A. Clean-up in areas where other work is to be done following demolition shall be as specified in the applicable Sections.
- B. Clean-up the job site in areas where no other work is to be done under this Contract following demolition. Remove all debris and rubbish, temporary facilities, and equipment. Level surface irregularities to eliminate depressions. Leave the work in a neat and presentable condition.

END OF SECTION

SECTION 02100 CLEARING AND GRUBBING

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The work consists of clearing and grubbing, within the limits of construction shown on the drawings. Included is the removal and disposal of all trees, stumps, roots and other such protruding objects necessary to prepare the area for the proposed construction and landscaping.

B. The removal and disposal of all, structures, appurtenances, existing pavement and other facilities is described in Section 02050, Demolition.

1.02 PROTECTION OF PROPERTY REMAINING IN PLACE

A. Property obstructions which are to remain in place, such as buildings, sewers, drains, water or gas pipes, conduits, poles, walls, posts, bridges, and similar items are to be carefully protected from injury and are not to be displaced. Restore damaged improvements to their original condition, as acceptable to parties having jurisdiction.

B. Protection of Existing Trees and Vegetation:

1. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip lines, excess foot or vehicular traffic, or parking of vehicles within drip line.

2. When ground is to be excavated under the drip line of any existing protected tree (as defined in the City of Ormond Beach Land Development Code), roots shall be pruned at the juncture of the grade excavation to reduce tree root shock and dieback. The depth of the pruning shall be equal to the depth of the excavation. The location of root pruning shall be marked with two (2)-inch by four (4)-inch fencing. The City of Ormond Beach Parks Department shall supervise all root pruning activities.

3. Provide temporary guards to protect trees and vegetation to be left standing.

4. Contractor shall water trees and other vegetation remaining within the limits of the Contract work as required to maintain their health during the course of construction operations.

5. Provide protection for roots over 1/2-inch diameter cut during construction operations. Coat the cut faces with an emulsified asphalt, or other acceptable coating, formulated for use on damaged plant tissues. Temporarily cover exposed roots with wet burlap to prevent roots from drying out; cover with earth as soon as possible.

6. Repair or replace trees and vegetation damaged by construction operations, in a manner acceptable to the Engineer. Repair tree damage with the services of a qualified tree surgeon.

7. Replace trees which cannot be repaired and restored to full-growth status, as determined by the tree surgeon.

C. Improvements on Adjoining Property:

1. Authority for performing removal and alteration work on property adjoining the Owner's property will be obtained by the Owner prior to award of Contract.

D. Salvageable Improvements:

1. Carefully remove items indicated to be salvaged, and store on the Owner's premises where indicated, unless otherwise directed.

1.03 OWNERSHIP OF MATERIALS

A. Except as may be otherwise called for on the drawings or elsewhere in the specifications, all materials removed by the Contractor shall become the property of the Contractor and shall be disposed of in a lawful manner.

PART 2 - PRODUCTS

(Not Applicable)

PART 3 - EXECUTION

3.01 STANDARD CLEARING AND GRUBBING

A. Standard clearing and grubbing shall consist of the complete removal and disposal of all timber, brush, stumps, roots, rubbish and debris and all other obstructions resting on or protruding through the surface of the existing ground and the surface of excavated areas, and of all other obstructions necessary to be removed and for which the removal is not specified to be done under other items of the contract, including pipes and demolition.

B. Unless otherwise shown on the drawings, standard clearing and grubbing shall be done within the following areas:

1. All areas where retention areas will be modified or constructed.

2. Any other areas specifically called for on the drawings to have standard clearing and grubbing.

C. In all areas where excavation is to be done, roots and other debris shall be removed to a depth of at least one-foot below the finished ground surface. The surface shall then be plowed to

a depth of at least 6-inches and all roots thereby exposed shall be removed to a depth of at least one-foot. All stumps within the area of standard clearing and grubbing shall be completely removed and disposed of by the Contractor.

D. Where excavation is done within the standard clearing and grubbing area and where excavation for structures is done, all roots and similar items, protruding through or appearing on the surface of the completed excavation shall be removed to a depth of at least one-foot below the excavation surface.

E. Within all other areas where standard clearing and grubbing is to be done, roots and other debris, projecting through or appearing on the surface of the original ground, shall be removed to a depth of one-foot below the surface, but no plowing and harrowing will be required in these areas.

F. As an exception to the above provisions where so directed by the Engineer, desirable trees within the clearing and grubbing area shall be trimmed, protected and left standing. Trees shown on the drawings to be relocated shall be relocated to a location identified by the Engineer.

G. Any boulders encountered in the site excavation or found on the surface of the ground, shall be removed and placed in neat piles at a location approved by the Engineer.

H. For pipeline construction the Contractor shall only remove trees, shrubs and grass which interfere with the construction. All other vegetation shall be protected, preserved and/or replaced.

3.02 DISPOSAL OF MATERIALS

A. General Disposal:

1. Timber, stumps, brush, roots, rubbish, and other objectionable material resulting from clearing and grubbing shall be disposed of by the Contractor in locations and by methods approved by the Engineer.

2. In some instances, materials may be disposed of on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

B. Burning Debris:

1. In some instances, burning may be permitted on the Owner's property at a location and by a method approved by the Engineer, but only with advance written permission of the Owner.

2. Where burning of such material is permitted all such burning shall be subject to applicable laws, ordinances and regulations and shall be done at locations where trees and shrubs adjacent to the cleared area will not be harmed.

3. Where burning is prohibited by law, ordinance, or regulation, the Contractor shall dispose of the materials within areas provided by him and approved by the Engineer.

C. Disposal in areas Adjacent to Project:

1. Materials may be disposed of on private property, provided the Engineer is furnished with a written statement from the owner of the property giving permission for the disposal of the materials on his property. All disposal areas for materials resulting from clearing and grubbing, both on private property and on property owned by the Contractor, shall be in areas out of sight of the project and at least 300 feet from the nearest right-of-way line of the project, unless such materials are buried, in which case the requirement that the areas be 300 feet distant will be waived.

END OF SECTION

SECTION 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

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SECTION 02641
PIPE CLEANING AND PIGGING

PART 1 – General

1.01 SCOPE OF WORK

- A. Provide all supervision, labor, tools, transportation, material and equipment necessary to clean new or existing, force mains, using polly pigs and an approved Polly pig procedure. Install all items required, provide Polly pig launching and retrieval devices as required and furnish all swabs and Polly pigs required for thorough removal of foreign materials.

1.02 QUALIFICATIONS

- A. The materials and work specified herein shall be furnished and performed by firms who are fully experienced, reputable, and qualified in the manufacture, installation and use of the specified items.

1.03 SUBMITTALS

- A. The contractor shall provide evidence of qualification by providing copies of his/her state certification or license to perform such work as herein described and shall provide verifiable references upon request.

1.04 CONTRACTOR RESPONSIBILITIES

- A. Supervision – There shall be on-site at all times during the work, one superintendent with a minimum of three years supervisory experience in cleaning new and old force mains.
- B. Cleaning – Cleaning shall be performed using swabs or Polly pigs to remove all foreign objects and, for old pipe, restore the original flow characteristics without abrading the interior walls of the pipe.
- C. Training – The contractor shall furnish on-site and “project in progress” training to City personnel for future remedial cleaning and to implement a proper flushing program.
- D. Equipment – the contractor shall furnish pig launching equipment, which will minimize the Contractor’s or City’s need to provide for additional valving, fittings and auxiliary water supplies. Said equipment shall be of the latest design and construction and shall include the means to maintain constant monitoring of the in-line flows and pressures of the system being cleaned and the constant location of the cleaning pigs in the system. The contractor shall maintain on site for the duration of the project and have available for immediate use an electronic Polly pig detector with the appropriately sized cavity Polly pig for use in the system being cleaned to provide a means of tracking the passage of the pig in the system to locate areas of potential or suspected blockage, and to find “lost” valves and other disparities within the system.

The contractor shall also have available auxiliary centrifugal pumps for cleaning.

- E. Testing – The contractor shall perform pre-cleaning and post-cleaning flow testing to determine sizes, types densities and numbers of pigs and/or swabs to be used to establish the means and procedures to properly and safely clean the piping, to evaluate the system and to measure the effects of the cleaning operation.
- F. Communication – The contractor shall provide radio communication and job site transportation between launching and retrieval points.
- G. Report upon completion – The contractor shall provide a written report upon completion of line cleaning to outline and detail information acquired during the cleaning progress about the system to confirm existing information.

PART 2 – PRODUCTS

2.01 POLLY PIGS

- A. Furnish Polly pigs in sufficient numbers and sizes of appropriate densities, coatings and configurations to properly clean the system(s) prior to the system(s) being put into service.
- B. Polly pigs shall be those as manufactured by Knapp Polly Pigs of Houston, Texas, or approved equal.

2.02 EQUIPMENT

- A. Furnish and install Polly pig launching and retrieval devices as required.
- B. Launching and retrieval device shall be fabricated, designed and manufactured according to ANSI standards and capable of withstanding working pressures of 150 P.S.I.G.

2.03 EXECUTION

- A. Equipment shall be installed in accordance with manufacturer's recommendations.
- B. Evaluation of new and existing pipeline conditions, selection of the cleaning pigs, cleaning and flushing shall be provided by personnel thoroughly trained, knowledgeable and experienced in the technology and procedures required for the proper and safe "pigging" of this system. Such work shall be provided by a specialty subcontractor, Professional Piping Services, Inc., Land O'Lakes, Florida, (1-800-780-6098) or an approved equal.
- C. New and existing piping shall be thoroughly cleaned of all material, sand, grit, gravel, stones, fluids, construction debris, threats to its sanitation, and other items that can generally be construed as "foreign" material and that would not be found in a properly cleaned system. This cleaning shall provide a smooth interior periphery of the pipe as a

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consequence of the cleaning procedure and will result in a conduit or pipe virtually free of any material and fluids, other than those used for the cleaning procedure, within the system.

- D. The contractor shall provide all required material, labor, special fittings, connections, traffic control and temporary facilities necessary to accomplish the work. Night work may be required to perform cleaning in existing force mains without unacceptable back-up of sewage in the gravity collection system. The contractor shall perform such night work at no additional cost to the owner.

END OF SECTION

SECTION 02650

SEWER LINE AND MANHOLE CLEANING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required and perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes prior to internal inspection by closed circuit television, testing and chemical grouting operations.

1.02 RELATED WORK

- A. Television Inspection of Sewers is included in Section [_____].
- B. Sewer Flow Control is included in Section [_____].

NOTE: The following Paragraphs are not normally required for this Section. They are to be used at the discretion of the specifier.

[1.03 SUBMITTALS]

[1.04 REFERENCE STANDARDS]

[1.05 QUALITY ASSURANCE]

[1.06 SYSTEM DESCRIPTION]

[1.07 DELIVERY, STORAGE AND HANDLING]

[1.08 PROJECT/SITE REQUIREMENTS]

[1.09 MAINTENANCE]

[1.10 WARRANTY]

[1.11 DEFINITIONS]

PART 2 PRODUCTS

2.01 EQUIPMENT

- A. Hydraulic Sewer Cleaning Equipment

- 1. The equipment used shall be of a movable dam type and be constructed so that a portion of the dam may be collapsed at any time during the cleaning operation to protect against flooding of the sewer. The movable dam shall be the same diameter as the pipe being cleaned and shall provide flexible scraper around the outer periphery to ensure total removal of grease. If sewer cleaning balls or other such equipment which cannot be collapsed

instantly are used, special precautions against flooding of the sewers and public or private property shall be taken.

B. High Velocity Jet (Hydrocleaning) Equipment

1. All high velocity sewer cleaning equipment shall be constructed for ease and safety of operation. The equipment shall have a selection of two or more velocity nozzles. The nozzles shall be capable of producing a scouring action from 15 to 45 degrees in all size lines to be cleaned. Equipment shall also include a high velocity gun for washing and scouring manhole walls and floor. The gun shall be capable of producing flows from a fine spray to a long distance solid stream. The equipment shall carry its own water tank, auxiliary engines, pumps and hydraulically driven hose reel. All controls shall be located so the equipment can be operated above ground.

C. Mechanical Cleaning Equipment

1. Bucket machines shall be in pairs and with sufficient power to perform the work in an efficient manner. Machines shall be belt operated or have an overload device. Machines with direct drive which could cause damage to the pipe shall not be acceptable.
2. Power rodding machines shall be either sectional or continuous type capable of holding a minimum of 750-ft of rod. The rod shall be specifically treated steel. To ensure safe operation, the machine shall have a fully enclosed body and an automatic safety release clutch or relief valve.

PART 3 EXECUTION

3.01 GENERAL

- A. Sewer line walls shall be cleaned adequately to provide for a camera used in internal inspection to discern structural defects, misalignment and infiltration/inflow sources. Cleaning shall be performed immediately prior to internal inspection to preclude the buildup of debris from infiltration/inflow sources and discharges from upstream pipeline sections.

3.02 PREPARATION

- A. Selection of cleaning equipment shall be based on the conditions of the manhole and sewer lines at the time the work commences.
 1. Light cleaning (small amounts of debris existing within the sewer line): Use balls, scooters, high pressure water jetting (maximum of three passes) equipment, brushes and swabs.
 2. Heavy cleaning (large deposits of debris or heavy root growth existing within the sewer line): Use bucket machines, scrapers and augers. Cleaning which requires more than three passes with hydraulic cleaning equipment to achieve acceptable results shall be considered heavy cleaning.
- B. Written authorization shall be requested and obtained prior to conducting any heavy cleaning. Authorization shall be required for each individual sewer reach. Heavy cleaning without prior authorization will not be paid for.

3.03 PERFORMANCE

- A. Each designated sewer manhole section shall be cleaned using hydraulically propelled, high velocity jet, or mechanically powered equipment. The equipment selected for cleaning shall be capable of removing dirt, grease, rocks, sand and other deleterious materials and obstructions from the sewer lines and manholes. If cleaning of an entire section cannot be successfully performed from one manhole, the equipment shall be set up on the other manhole and cleaning again attempted. If successful cleaning cannot be performed from the second manhole, or the equipment fails to traverse the entire length between manholes, it will be assumed that a major blockage exists and the cleaning effort shall be abandoned. Blockages, if any, shall be reported to the Engineer immediately.
- B. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. Whenever hydraulically propelled cleaning tools which depend upon water pressure to provide their cleaning force or any tools which retard the flow of water in the sewer line are used, precautions shall be taken to ensure that the water pressure created does not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be used to provide necessary pressures for hydraulic cleaning devices whenever possible. When additional quantities of water from fire hydrants are necessary to avoid delay in normal working procedures, the water shall be conserved and not used unnecessarily. No fire hydrant shall be obstructed so as to prevent its use in case of a fire in the area served by the hydrant, nor shall a hydrant be used for the purpose described unless a vacuum break is provided.
- C. Roots shall be removed in the designated sections where root intrusion is a problem. Special precautions should be exercised during the cleaning operation to assure virtually complete removal of visible roots from the joint area. Procedures may include the use of mechanical devices such as rodding machines, expanding root cutters, and porcupines; hydraulic procedures such as high pressure jet cleaners; or chemical root treatment.
- D. To aid in the removal of roots, pipeline and manhole sections which have root intrusion may be treated with an approved label herbicide. The application of the herbicide to the roots shall be done in strict accordance with the manufacturer's recommendations and product specifications in such a manner to preclude any damage to the surrounding vegetation. Vegetation damaged for whatever reason shall be replaced with identical vegetation. All safety precautions recommended by the manufacturer shall be strictly adhered to concerning handling and application of the herbicide.
- E. All sludge, dirt, sand, rocks, grease and other solid or semi-solid residue, debris, and material resulting from cleaning operations shall be removed at the downstream manhole of the section of sewer being cleaned. Passing material from manhole section to manhole section which could cause line stoppages, accumulations of sand in wet wells, or damage to pumping equipment shall not be permitted.
- F. All debris, residue and other materials resulting from cleaning operations shall be removed from the site no less often than at the end of each workday and shall be disposed of in an approved manner. Under no circumstances will the accumulation of debris, residue, etc, on the site beyond

the stated time be permitted, unless prior written authorization is given for storage in totally enclosed containers.

3.03 FIELD TESTING

- A. Acceptance of sewer line cleaning shall be contingent on satisfactory completion of the television inspection. If television inspection shows the cleaning to be unsatisfactory, the sewer line shall be recleaned and reinspected until the cleaning is shown to be satisfactory. In areas where television inspection is not performed, a double squeegee (with each squeegee the same diameter as the sewer) shall be pulled cleanly through each section between manholes as evidence of satisfactory cleaning.
- B. If internal sealing is to follow the television inspection, particular attention shall be given to the adequacy of the cleaning to ensure that proper seating of the sealing packer can be achieved.

END OF SECTION

SECTION 02721
DRAINAGE INLINE CHECK VALVE

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of drainage structures and piping is shown on the drawings.

B. Related Work Specified Elsewhere:

Section 02200 - Earthwork.

Section 02641 – Pipe Cleaning and pigging.

1.02 SUBMITTALS

A. Submit product literature that includes information on the installation and maintenance recommendations, performance and operation of the valve, materials of construction, dimensions and weights, headloss, flow data and pressure ratings.

B. Upon request, provide shop drawings that clearly identify the valve materials of construction and dimensions.

1.03 QUALITY ASSURANCE

A. All material shall be new and unused.

B. Supplier shall have at least twelve (12) years experience in the design and manufacture of membrane/elastomeric check valves

C. Documented head loss tests are to be provided by the manufacturer. These are to be third party tests performed by a hydraulic testing institute and shall show head loss in open air and submerged conditions.

D. Materials shall be rejected for failure to meet any requirements specified herein. Rejection may occur at place of manufacture, at work site, or following installation. Mark for identification rejected materials and remove from work site immediately. Rejected materials shall be replaced at no cost to OWNER.

PART 2 - PRODUCTS

GENERAL

A. Approved manufactures and product lines are WASTOP INLINE CHECK VALVE and CHECKMATE ULTRAFLEX ELASTOMERIC CHECK VALVES

- B. Reference to a manufacturer's name and model or catalog number is for the purpose of establishing the standard of quality and general configuration desired.

2.01 CHECKMATE ULTRAFLEX ELASTOMERIC CHECK VALVES

- A. Check Valves are to be all rubber and the flow operated check type with slip-in cuff connection. The entire CheckMate Ultraflex Valve shall be ply reinforced throughout the body, saddle and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable. The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure any component of the valve to a valve housing. The port area of the saddle shall contour into a circumferential sealing area (the "bill") that is concentric with the pipe which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe inside diameter. The saddle area of the valve must be flat, not conical, and integral with the rubber body above centerline in order to not produce any areas or voids that can collect or trap debris. The valve must be easily installed in pipes with poor end condition without the need to modify or utilize the headwall or structure to seal and anchor the valve. Once installed, the CheckMate Ultraflex Valve shall not protrude beyond the face of the structure or end of the pipe.
- B. The CheckMate Ultraflex Valve shall incorporate multiple concave grooves molded integrally into the flat saddle wall thickness extending longitudinally a minimum of 80% of the length of the saddle to reduce opening resistance and reduce headloss.
- C. The CheckMate Ultraflex Valve shall incorporate a customized geometrical notch in the end of the bill to reduce cracking pressure. The notch shall be at the invert/bottom of the bill and symmetrical about the valve centerline. The longitudinal length of the notch shall be no greater than half the length of the bill.
- D. The outside diameter of the upstream and downstream sections of the valve must be circumferentially in contact with the inside diameter of the pipe.
- E. Slip-in style CheckMate Ultraflex Valves will be furnished with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, shall be installed in the upstream or downstream cuff of the valve, depending on installation orientation, and shall expand outwards by means of a turnbuckle. Each band shall be pre-drilled allowing for the valve to be pinned and secured into position in accordance with the manufacturer's installation instructions.
- F. Manufacturer must have flow test data from an accredited hydraulics laboratory to confirm pressure drop and hydraulic data.
- G. Company name, plant location, valve size patent number, and serial number shall be bonded to the check valve.

2.02 WASTOP INLINE CHECK VALVE

- A. The check valves shall be designed to operate in installations using flanges, flat irons, slide muffs, joint couplings or custom made brackets. The check valve should be able to be installed on an inlet, or outlet, vertically, horizontally, inside existing pipes, or

between two pipes. The housing of the valve should be of stainless steel and less than or equal to 3mm (1 /8") thick to minimize the reduction of the flow area or PVC/PE. The membrane should be conical and should be attached to the housing with bolts or rivets along the top of the membrane, and the outlet side of the housing allowing maximum flow through the membrane.

The check valve should have a pulsating flow, opening and closing at the specific levels specified in the technical specification.

When the pressure on the upstream side of the valve exceeds the opening pressure the valve will open and allow flow through the valve. At a pre-determined pressure the valve will close leaving a pre-determined level of water upstream and prevent the upstream pipe drying out.

2.03 FUNCTION

A. When line pressure exceeds the backpressure, the line pressure forces the bill and saddle of the valve open, allowing flow to pass. When the backpressure exceeds the line pressure, or in the absence of any upstream or downstream pressure, the bill and saddle of the valve is forced closed, preventing backflow.

PART 3 - EXECUTION

3.01 INSTALLATION

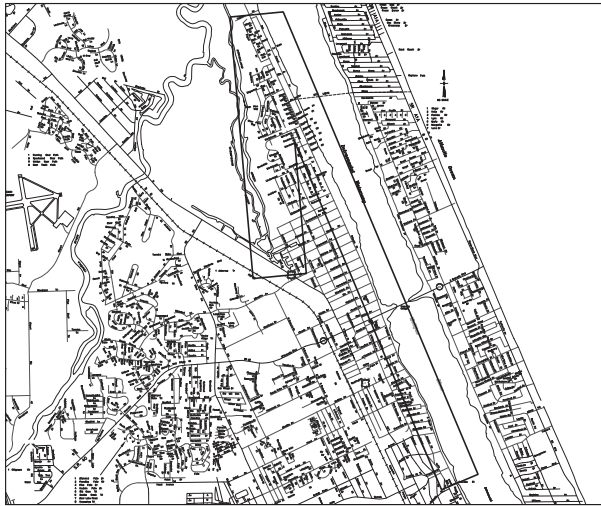
A. Installation shall be conducted according to the manufacturers written instructions. All valves shall be marked with a unique serial number and flow direction reference.

END OF SECTION

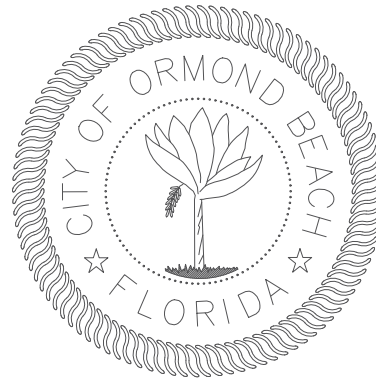
CITY OF ORMOND BEACH

STORM WATER INLINE CHECK VALVE PROJECT

 = SITE LOCATIONS



SITE LOCATION MAP



SHEET	DESCRIPTION
1	COVER SHEET
2	PLAN & LOCATIONS
3	DETAILS

MAYOR

BILL PARTINGTON

COMMISSIONERS

LORI TOLLAND, ZONE 1
TRAVIS SARGENT, ZONE 2

SUSAN PERSIS, ZONE 3
HAROLD BRILEY, ZONE 4

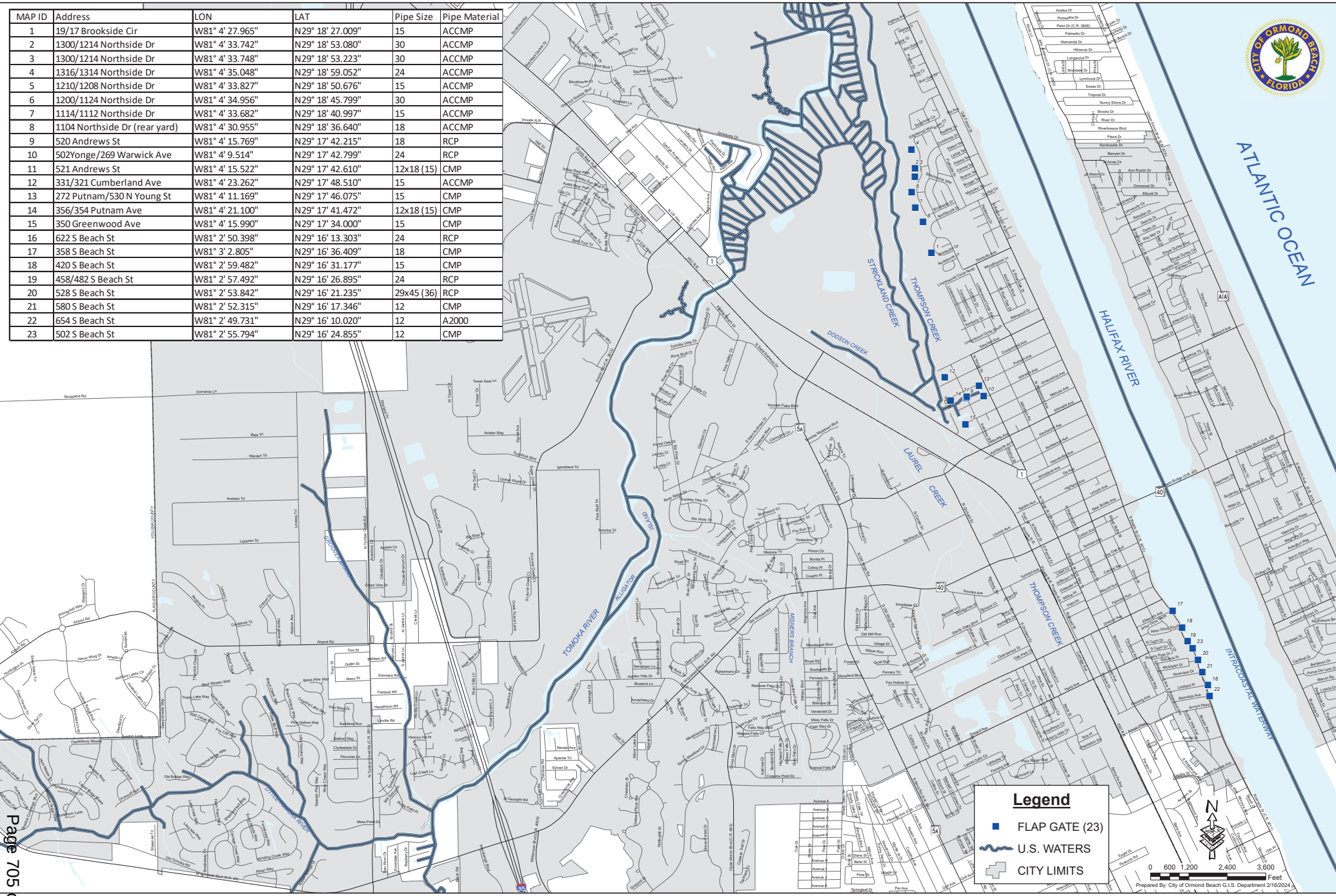
CITY MANAGER

JOYCE SHANAHAN



ATLANTIC OCEAN

MAP ID	Address	LON	LAT	Pipe Size	Pipe Material
1	19/17 Brookside Cir	W81° 4' 27.965"	N29° 18' 27.009"	15	ACCMP
2	1300/1214 Northside Dr	W81° 4' 33.742"	N29° 18' 53.080"	30	ACCMP
3	1300/1214 Northside Dr	W81° 4' 33.748"	N29° 18' 53.223"	30	ACCMP
4	1316/1314 Northside Dr	W81° 4' 35.048"	N29° 18' 59.052"	24	ACCMP
5	1210/1208 Northside Dr	W81° 4' 33.827"	N29° 18' 50.676"	15	ACCMP
6	1200/1124 Northside Dr	W81° 4' 34.956"	N29° 18' 45.799"	30	ACCMP
7	1114/1112 Northside Dr	W81° 4' 33.682"	N29° 18' 40.997"	15	ACCMP
8	1104 Northside Dr (rear yard)	W81° 4' 30.955"	N29° 18' 36.640"	18	ACCMP
9	520 Andrews St	W81° 4' 15.769"	N29° 17' 42.215"	18	RCP
10	502Yonge/269 Warwick Ave	W81° 4' 9.514"	N29° 17' 42.799"	24	RCP
11	521 Andrews St	W81° 4' 15.522"	N29° 17' 42.610"	12x18 (15)	CMP
12	331/321 Cumberland Ave	W81° 4' 23.262"	N29° 17' 48.510"	15	ACCMP
13	272 Putnam/530 N Young St	W81° 4' 11.169"	N29° 17' 46.075"	15	CMP
14	356/354 Putnam Ave	W81° 4' 21.100"	N29° 17' 41.472"	12x18 (15)	CMP
15	350 Greenwood Ave	W81° 4' 15.990"	N29° 17' 34.000"	15	CMP
16	622 S Beach St	W81° 2' 50.398"	N29° 16' 13.303"	24	RCP
17	358 S Beach St	W81° 3' 2.805"	N29° 16' 36.409"	18	CMP
18	420 S Beach St	W81° 2' 59.482"	N29° 16' 31.177"	15	CMP
19	458/482 S Beach St	W81° 2' 57.492"	N29° 16' 26.895"	24	RCP
20	528 S Beach St	W81° 2' 53.842"	N29° 16' 21.235"	29x45 (36)	RCP
21	580 S Beach St	W81° 2' 52.315"	N29° 16' 17.346"	12	CMP
22	654 S Beach St	W81° 2' 49.731"	N29° 16' 10.020"	12	A2000
23	502 S Beach St	W81° 2' 55.794"	N29° 16' 24.855"	12	CMP



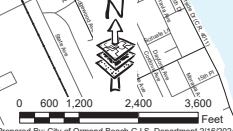
Legend

■

 FLAP GATE (23)

U.S. WATERS

CITY LIMITS





WAPRO

WAPRO is a system for the extraction of smoke and fumes from a fire. It is designed to be used in conjunction with a fire alarm system. The system consists of a main unit and a number of smaller units, each of which is connected to the main unit by a pipe. The main unit is connected to the outside of the building by a large pipe. The system is designed to be used in conjunction with a fire alarm system. When a fire alarm is triggered, the system automatically starts to extract smoke and fumes from the building. The system is designed to be used in conjunction with a fire alarm system. When a fire alarm is triggered, the system automatically starts to extract smoke and fumes from the building.

Technical specifications:

- Minimum operating pressure: 1,25
- Minimum opening pressure: 1,15

Welding

Sensitiv point

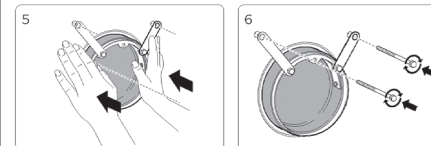
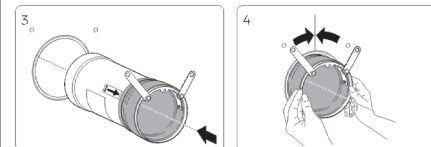
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2x / year

CE CERTIFIED: SS-EN-13564-1:2002 TYPE C
US PATENT NO. 6,810,914, PCT/SE00/02524

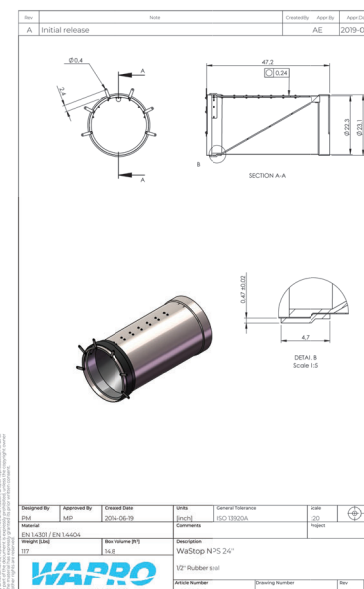


A diagram of a piston and crank mechanism. The piston is at the top, and the crank is at the bottom. Three numbered arrows point to different parts: 1 points to the piston pin, 2 points to the piston ring, and 3 points to the crankshaft.



The diagram consists of eight numbered steps showing the assembly of a battery pack:

- Step 1:** Insert the positive (+) terminal of the battery into the top of the battery pack.
- Step 2:** Insert the negative (-) terminal of the battery into the bottom of the battery pack. A circular inset shows a 50% charge level indicator.
- Step 3:** The battery is now seated in the pack.
- Step 4:** A circular arrow indicates the next step is to rotate the battery pack.
- Step 5:** The battery pack is rotated 180 degrees so the terminals are on the opposite side.
- Step 6:** The battery pack is shown lying flat, ready for the next component.
- Step 7:** Two screws are used to secure the battery pack to the device's case.
- Step 8:** The battery pack is fully secured to the case.
- Step 9:** The final assembly is shown with the battery pack secured and the case closed.



DRAWING STATUS	
	DRAFT
	PERMIT
	BID
	ADDENDA
	CONSTRUCTION
	RECORD

DATE: 2/14/24	PROJECT NO.:
SCALE: N.T.S.	FILE NAME:
DRAWN BY: MC	SHEET: 3 of 3

STORM WATER INLINE
CHECK VALVE PROJECT

City of Ormond Beach
Engineering Division

BILL PARTINGTON, MAYOR
JOYCE SHANAHAN, CITY MANAGER

SHAWN FINLEY, P.E. CITY ENGINEER



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 6.J

Section:	CONSENT AGENDA		
Item Category:	Consent - Disposition Item	Res./Ord. No:	
Strategic Goal:	Governance - Other		
Department:	Public Works - Engineering		
Subject:	Continuing Contracts for Professional, Architectural, and Engineering Services		
Summary:	The purpose of this item is to provide the City Commission with an update on this procurement process. Staff will return with associated agreements once negotiated. In 2017 the City, under the provisions of the Consultants' Competitive Negotiations Act (CCNA), entered into contracts with 37 firms for professional, architectural, and engineering services. Florida Statutes allows for continuing contracts "for projects in which the construction costs do not exceed \$4 million, for study activity when the fee for such professional service does not exceed \$500,000, or for work of a specified nature as outlined in the contract required by the agency, with no time limitation except that the contract must provide a termination clause." Continuing Contracts allow staff to directly select a firm for professional services contract work. The consultant meets with staff to discuss the required scope of services, then develops and submits a scope of services with a cost proposal for review. Following scope and cost negotiations, a Work Authorization is executed for the work. Since these continuing contracts were procured over 5 years ago, the City Manager directed staff to conduct a new procurement. RFQ 2023-16, was advertised Oct 8, 2023, and a pre-proposal meeting was held Oct 25. The RFQ set forth 19 categories of services, and firms were invited to submit on any or all of the categories. Categories include: • Airport Facilities • Architectural • Information Technology, SCADA, and Telecommunications		

- Economic Development
- Environmental
- General Civil Engineering
- Geotechnical
- Grant writing, Administration, Public Outreach & Community Engagement
- Mechanical, Plumbing, and Electrical Engineering
- Parks and Recreation
- Planning and Design
- Project Management
- Roadway Facilities
- Stormwater Management
- Structural Engineering
- Survey
- Transportation Planning & Engineering
- Water & Reuse Distribution/ Wastewater Collection
- Water Supply & Treatment/ Wastewater Treatment

On November 17, 2023, 63 firms submitted 203 proposals. Six selection committees consisting of the Public Works Director, City Engineer, Utilities Engineer, Planning Director, Economic Development Director, and Engineering staff, reviewed and ranked the proposals. Each reviewer independently scored the proposals assigned to them in accordance with CCNA requirements using the following criteria:

Qualifications of the Firm		30 points
Project Team		25 points
Relevant Experience		20 points
Location of Firm:		Up to 20 points
	Within 30 miles of Ormond Beach - 20 points	
	Within 70 miles of Ormond Beach - 14 points	
	Greater than 70 miles - 6 points	
Minority Business Enterprise		5 points
Total		100 points

The firm receiving the highest score out of 100 points was ranked No. 1, the 2nd highest was ranked No. 2, etc. The aggregate ranking of the firms determined the final ranking of the firms. The number of firms

	recommended for continuing contracts in each category is based on the number of proposals received within each category, and the projected workload for that category based on the 5-year Capital Improvements Plan (CIP). All ranking committee members unanimously approved the recommended number of firms selected for continuing contracts. Of the 37 consultants currently under continuing contract, 20 are recommended again. All current continuing contracts will be terminated upon award of new contracts. Contracts with authorized work in process will be terminated with the stipulation the contract will remain in force until the work is completed. Any new work with the firms selected again will be authorized under their new contract. Once the contracts are negotiated, they will be brought back before the City Commission for approval and execution.
Financial Impact:	None
Citizen Impact:	Maintaining consultant continuing contracts allows the City to save time retaining consultants for capital projects, and reduces consultant costs to the City.
Recommended Action (Staff, Advisory Board and/or Other):	Staff intends to proceed with contract preparation with the selected firms unless otherwise directed by the City Commission.
Staff Contact:	Alex Schumann, City Engineer, (386) 676-3302
Attachments:	1. 2024 Consultant Firms by Category 2. RFQ 2023-16 Group 1 signed score summary 3. RFQ 2023-16 Group 2 signed score summary 4. RFQ 2023-16 Group 3 signed score summary 5. RFQ 2023-16 Group 4 signed score summary 6. RFQ 2023-16 Group 5 signed score summary 7. RFQ 2023-16 Group 6 signed score summary
Approval:	Kelly McGuire, Finance Director 2/19/2024 Claire Whitley, Assistant City Manager 2/22/2024 Joyce Shanahan, City Manager 2/29/2024

**CITY OF ORMOND BEACH
2024 CONTINUING CONSULTANT FIRMS BY CATEGORY**

AIRPORT FACILITIES

- AVCON, Inc.
- C&S Engineers, Inc.
- CHA Consulting, Inc.
- Hoyle Tanner & Associates, Inc.

ARCHITECTURAL SERVICES

- Bentley Group, Inc.
- Borrelli + Partners, Inc.
- BPF Design Incorporated
- DJ Design Services, Inc.
- Hall & Ogle Architects, Inc.

ECONOMIC DEVELOPMENT

- Baker Tilly US, LLP
- GAI Consultants, Inc.
- Strategic Planning Group, Inc.

ENVIRONMENTAL SERVICES

- Barnes Ferland & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- RES Florida Consulting, LLC d/b/a E Sciences
- Universal Engineering Sciences, LLC
- WSP USA Environment & Infrastructure Inc.
- Zev Cohen & Associates, Inc.

GENERAL CIVIL ENGINEERING

- Freese & Nichols, Inc.
- GAI Consultants, Inc.
- HDR Engineering, Inc.
- Jones Edmunds & Associates, Inc.
- Pond & Company
- Upham, Inc.
- Zev Cohen & Associates, Inc.

GEOTECHNICAL SERVICES

- Bechtol Engineering & Testing, Inc.
- NADIC Engineering Services, Inc.
- Universal Engineering Sciences, LLC
- WSP USA Environment & Infrastructure Inc.

GRANT WRITING, ADMINISTRATION, PUBLIC OUTREACH & COMMUNITY ENGAGEMENT

- GAI Consultants, Inc.
- Ghyabi Consulting & Management, LLC
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Zev Cohen & Associates, Inc.

INFORMATION TECHNOLOGY, SCADA, TELECOMMUNICATIONS

- Advanced System Solutions, Inc.
- Empire Computing & Consulting, Inc.
- Freese & Nichols, Inc.
- TLC Engineering Solutions, Inc.
- Trien & Associates, Inc.

MECHANICAL, ELECTRICAL & PLUMBING

- Cape Design Engineering Co.
- Johnson, Levinson, Ragan, Davila, Inc.
- McKim & Creed, Inc.
- OCI Associates, Inc.
- SGM Engineering, Inc.

PARKS AND RECREATION

- Castle Bay Design Studio, LLC
- Dredging & Marine Consultants, LLC
- GAI Consultants, Inc.
- Kimley-Horn & Associates, Inc.
- Marquis Latimer + Halback, Inc.
- Zev Cohen & Associates

PLANNING DESIGN SERVICES

- GAI Consultants, Inc.
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Marquis Latimer + Halback, Inc.
- Zev Cohen & Associates, Inc.

PROJECT MANAGEMENT

- Freese & Nichols, Inc.
- Ghyabi Consulting & Management, LLC
- Kimley-Horn & Associates, Inc.
- Zev Cohen & Associates, Inc.

ROADWAY FACILITIES

- Burgess & Niple, Inc.
- CPH, LLC
- England-Thims & Miller, Inc.
- HDR Engineering, Inc.
- Upham, Inc.
- Zev Cohen & Associates, Inc.

STORMWATER MANAGEMENT

- Burgess & Niple, Inc.
- Dredging & Marine Consultants, LLC
- Freese & Nichols, Inc.
- Gemini Engineering & Sciences, Inc.
- Pond & Company
- Singhofen & Associates, Inc.
- Upham, Inc.
- Zev Cohen & Associates, Inc.

STRUCTURAL

- Bentley Group, Inc.
- Cape Design Engineering Co.
- Dredging & Marine Consultants, LLC
- Kimley-Horn & Associates, Inc.
- TLC Engineering Solutions, Inc.

SURVEY SERVICES

- Carnahan, Proctor and Cross, Inc.
- DRMP, Inc.
- ETM Surveying & Mapping, Inc.
- L&S Diversified, LLC
- Upham, Inc.
- WSP USA Environment & Infrastructure Inc.

TRANSPORTATION PLANNING & ENGINEERING

- Burgess & Niple, Inc.
- England-Thims & Miller, Inc.
- Ghyabi Consulting & Management, LLC
- HDR Engineering, Inc.
- Kimley-Horn & Associates, Inc.
- Lassiter Transportation Group, Inc. d/b/a LTG, Inc.

WATER & REUSE DISTRIBUTION / WASTEWATER COLLECTION

- Barnes Ferland & Associates, Inc.
- Burgess & Niple, Inc.
- Freese & Nichols, Inc.
- Jones Edmunds & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- McKim & Creed, Inc.
- Mead & Hunt, Inc.
- Wright-Pierce, Inc.
- Zev Cohen & Associates, Inc.

WATER SUPPLY & TREATMENT / WASTEWATER TREATMENT

- Barnes Ferland & Associates, Inc.
- Freese & Nichols, Inc.
- Jones Edmunds & Associates, Inc.
- Kimley-Horn & Associates, Inc.
- McKim & Creed, Inc.
- Mead & Hunt, Inc.
- Parker Mynchenberg & Associates
- Wright-Pierce, Inc.
- WSP USA Environment & Infrastructure Inc.



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 22, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Airport Facilities																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.F.	S.S.	S.S.	B.R.	B.R.	Total Rank	Rank of Total Rank
AVCON	24	30	25	79	25	25	20	70	16	20	15	51	14	14	14	42	5	5	5	15	84	1	94	1	79	1	3	1
C&S Engineers	27	30	15	72	22	25	20	67	16	20	10	46	14	14	14	42	0	0	0	0	79	3	89	2	59	5	10	4
CHA Consulting	24	30	20	74	20	25	20	65	18	20	15	53	14	14	14	42	0	0	0	0	76	4	89	2	69	2	8	3
Gale Associates	24	28	20	72	22	25	20	67	16	18	15	49	14	14	14	42	0	0	0	0	76	4	85	5	69	2	11	5
Hoyle Tanner	27	30	20	77	21	25	20	66	18	20	15	53	14	14	14	42	0	0	0	0	80	2	89	2	69	2	6	2

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Steven Spraker
Planning Director

Brian Rademacher
Economic Development Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 22, 2024 - 3:00 PM

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Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Grant Writing, Public Outreach & Community Engagement																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F. Totals	S.F. Rank	S.S. Totals	S.S. Rank	B.R. Totals	B.R. Rank	Total Rank	Rank of Total Rank
Baker Tilly	9	27	25	61	5	22	20	47	2	17	15	34	6	6	6	18	0	0	0	0	22	8	72	7	66	6	21	7
Brizaga	24	28	20	72	20	25	15	60	16	19	15	50	6	5	6	17	0	0	0	0	66	6	77	6	56	7	19	6
GAI Consulting	24	30	20	74	18	25	20	63	16	18	15	49	14	14	14	42	0	0	0	0	72	4	87	5	69	4	13	5
Ghyabi Consulting	24	30	20	74	20	25	15	60	16	20	15	51	20	20	20	60	5	5	5	15	85	1	100	1	75	1	3	1
HDR	27	30	20	77	24	25	20	69	20	20	15	55	14	14	14	42	0	0	0	0	85	1	89	4	69	4	9	4
Kimley Horn	24	30	20	74	20	25	20	65	12	20	15	47	20	20	20	60	0	0	0	0	76	3	95	2	75	1	6	2
Stiletto	12	25	20	57	13	22	15	50	10	15	15	40	6	6	6	18	0	0	0	0	41	7	68	8	56	7	22	8
Zev Cohen	18	30	20	68	20	25	20	65	10	20	15	45	20	20	20	60	0	0	0	0	68	5	95	2	75	1	8	3

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Steven Spraker
Planning Director

Brian Rademacher
Economic Development Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 22, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (= <30 20pts) (= <70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Economic Development																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.S.	B.R.	Total	S.F.	S.F.	S.S.	S.S.	B.R.	B.R.	Total	Rank of Total
Baker Tilly	21	25	25	71	12	22	20	54	10	17	15	42	6	6	6	18	0	0	0	0	49	4	70	3	66	3	10	3
GAI	27	30	20	77	23	25	20	68	19	20	15	54	14	14	14	42	0	0	0	0	83	1	89	1	69	1	3	1
Retail Strategies	15	26	20	61	12	22	20	54	10	16	15	41	6	6	6	18	0	0	0	0	43	5	70	3	61	4	12	5
Stiletto	21	25	20	66	15	22	20	57	12	17	15	44	6	6	6	18	0	0	0	0	54	3	70	3	61	4	10	3
Strategic Planning	24	30	25	79	18	25	10	53	18	20	20	58	14	14	14	42	0	0	0	0	74	2	89	1	69	1	4	2

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Steven Spraker
Planning Director

Brian Rademacher
Economic Development Director



Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Planning Design Services																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	S.F.	A.S.	A.S.	S.S.	S.S.	Total	Rank of Total Rank
Burgess & Niple	27	28	25	80	25	20	19	64	14	16	17	47	14	14	14	42	0	0	0	0	80	6	78	5	75	6	17	6
Chen Moore & Assoc.	27	28	23	78	25	15	20	60	20	12	17	49	14	14	14	42	0	0	0	0	86	3	69	7	74	7	17	6
GAI Consulting	27	28	26	81	22	25	25	72	19	12	18	49	14	14	14	42	0	2	0	2	82	5	81	4	83	2	11	3
HDR	30	25	25	80	25	25	22	72	20	16	18	54	14	14	14	42	0	2	0	2	89	1	82	3	79	5	9	2
Kimley Horn	27	27	25	79	20	10	20	50	16	16	18	50	20	20	20	60	0	2	0	2	83	4	75	6	83	2	12	4
Marquis Latimer and Halback	27	28	25	80	24	20	23	67	14	20	18	52	14	14	14	42	0	2	0	2	79	7	84	2	80	4	13	5
Zev Cohen	28	30	25	83	24	20	23	67	16	20	18	54	20	20	20	60	0	2	0	2	88	2	92	1	86	1	4	1

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Steven Spraker
Planning Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Transportation Planning & Engineering																																		
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max																	
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	Totals	S.F.	Rank	A.S.	Totals	A.S.	Rank	S.S.	Totals	S.S.	Rank	Total	Rank of Total
Burgess & Niple	27	28	25	80	21	20	21	62	18	16	19	53	14	14	14	42	0	0	0	0	80	4	78	6	79	6	16	5						
Carnahan Proctor & Cross	21	27	24	72	15	15	19	49	12	20	18	50	14	14	14	42	0	2	0	2	62	9	78	6	75	9	24	8						
CHA	28	25	25	78	15	10	19	44	16	4	19	39	14	14	14	42	0	2	0	2	73	7	55	10	77	8	25	9						
England Thims & Miller	24	25	25	74	20	25	19	64	12	12	18	42	20	20	20	60	0	0	0	0	76	6	82	4	82	3	13	4						
Ghyabi Consulting	30	30	26	86	25	20	20	65	18	20	18	56	20	20	20	60	5	5	5	15	98	1	95	1	89	1	3	1						
HDR	27	27	26	80	25	20	23	68	20	20	19	59	14	14	14	42	0	2	0	2	86	2	83	3	82	3	8	3						
Kimley Horn	24	28	24	76	20	15	20	55	15	12	18	45	20	20	20	60	0	2	0	2	79	5	77	8	82	3	16	5						
LTG Planning & Engineering	24	30	25	79	20	18	19	57	16	20	19	55	20	20	20	60	5	5	5	15	85	3	93	2	88	2	7	2						
Pond	24	30	25	79	10	18	20	48	12	16	19	47	6	6	6	18	0	0	0	0	52	10	70	9	70	10	29	10						
WSP USA	24	30	25	79	15	18	21	54	15	16	19	50	14	14	14	42	0	2	0	2	68	8	80	5	79	6	19	7						

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Steven Spraker
Planning Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Survey Services																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	S.S. Totals	S.S. Rank	Total Rank	Rank of Total Rank
Camahan Proctor & Cross	24	27	24	75	15	15	22	52	15	12	18	45	14	14	14	42	0	2	0	2	68	6	70	6	78	4	16	6
DRMP	27	25	25	77	20	20	21	61	15	12	18	45	14	14	14	42	0	0	0	0	76	5	71	5	78	4	14	5
ETM Surveying	27	21	25	73	20	15	20	55	15	16	18	49	20	20	20	60	0	0	0	0	82	3	72	4	83	2	9	3
L & S Diversified	27	25	24	76	22	15	20	57	15	16	18	49	14	14	14	42	5	5	5	15	83	2	75	3	81	3	8	2
Stiletto	0	0	15	15	0	0	4	4	0	0	4	4	6	6	6	18	0	5	0	5	6	7	11	7	29	7	21	7
Upham	30	30	26	86	22	15	21	58	18	20	19	57	20	20	20	60	0	0	0	0	90	1	85	1	86	1	3	1
WSP USA	27	24	24	75	22	21	20	63	18	16	18	52	14	14	14	42	0	2	0	2	81	4	77	2	76	6	12	4

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Steven Spraker
Planning Director



Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Planning Design Services																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	S.S. Totals	S.S. Rank	Total Rank	Rank of Total Rank
Burgess & Niple	27	28	25	80	25	20	19	64	14	16	17	47	14	14	14	42	0	0	0	0	80	6	78	5	75	6	17	6
Chen Moore & Assoc.	27	28	23	78	25	15	20	60	20	12	17	49	14	14	14	42	0	0	0	0	86	3	69	7	74	7	17	6
GAI Consulting	27	28	26	81	22	25	25	72	19	12	18	49	14	14	14	42	0	2	0	2	82	5	81	4	83	2	11	3
HDR	30	25	25	80	25	25	22	72	20	16	18	54	14	14	14	42	0	2	0	2	89	1	82	3	79	5	9	2
Kimley Horn	27	27	25	79	20	10	20	50	16	16	18	50	20	20	20	60	0	2	0	2	83	4	75	6	83	2	12	4
Marquis Latimer and Halback	27	28	25	80	24	20	23	67	14	20	18	52	14	14	14	42	0	2	0	2	79	7	84	2	80	4	13	5
Zev Cohen	28	30	25	83	24	20	23	67	16	20	18	54	20	20	20	60	0	2	0	2	88	2	92	1	86	1	4	1

Rob Hart

Purchasing Coordinator

Shawn Finley

Public Works Director

Alex Schumann

City Engineer

Steven Spraker

Planning Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Survey Services																													
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max												
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	S.S. Totals	S.S. Rank	Total Rank	Rank of Total Rank
Cannahan Proctor & Cross	24	27	24	75	15	15	22	52	15	12	18	45	14	14	14	42	0	2	0	2	68	6	70	8	78	4	16	6	
DRMP	27	25	25	77	20	20	21	61	15	12	18	45	14	14	14	42	0	0	0	0	76	5	71	5	78	4	14	5	
ETM Surveying	27	21	25	73	20	15	20	55	15	16	18	49	20	20	20	60	0	0	0	0	82	3	72	4	83	2	9	3	
L & S Diversified	27	25	24	76	22	15	20	57	15	16	18	49	14	14	14	42	5	5	5	15	83	2	75	3	81	3	8	2	
Stiletto	0	0	15	15	0	0	4	4	0	0	4	4	6	6	6	18	0	5	0	5	6	7	11	7	29	7	21	7	
Upham	30	30	26	86	22	15	21	58	18	20	19	57	20	20	20	60	0	0	0	0	90	1	85	1	86	1	3	1	
WSP USA	27	24	24	75	22	21	20	63	18	16	18	52	14	14	14	42	0	2	0	2	81	4	77	2	76	6	12	4	

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Steven Spraker
Planning Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 23, 2024 - 3:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Transportation Planning & Engineering																												
	Qualifications of Firm 30 Points Max				Project Team 20 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	A.S.	S.S.	Total	S.F.	S.F.	A.S.	A.S.	S.S.	S.S.	Total	Rank of Total
Burgess & Niple	27	28	25	80	21	20	21	62	18	18	19	55	14	14	14	42	0	0	0	0	80	4	78	6	79	6	16	5
Camahan Proctor & Cross	21	27	24	72	15	15	19	49	12	20	18	50	14	14	14	42	0	2	0	2	62	9	78	6	75	9	24	8
CHA	28	25	25	78	15	10	19	44	16	4	19	39	14	14	14	42	0	2	0	2	73	7	55	10	77	8	25	9
England Thlms & Miller	24	25	25	74	20	25	19	64	12	12	18	42	20	20	20	60	0	0	0	0	76	6	82	4	82	3	13	4
Ghyabi Consulting	30	30	26	86	25	20	20	65	18	20	18	56	20	20	20	60	5	5	5	15	98	1	95	1	89	1	3	1
HDR	27	27	26	80	25	20	23	68	20	20	19	59	14	14	14	42	0	2	0	2	86	2	83	3	82	3	8	3
Kimley Horn	24	28	24	76	20	15	20	55	15	12	18	45	20	20	20	60	0	2	0	2	79	5	77	8	82	3	16	5
LTG Planning & Engineering	24	30	25	79	20	18	19	57	16	20	18	55	20	20	20	60	5	5	5	15	85	3	93	2	88	2	7	2
Pond	24	30	25	79	10	18	20	48	12	16	19	47	6	6	6	18	0	0	0	0	52	10	70	9	70	10	29	10
WSP USA	24	30	25	79	15	18	21	54	15	18	19	52	14	14	14	42	0	2	0	2	68	8	80	5	79	6	19	7

Rob Hart
Purchasing Coordinator

Shawn Finkel
Public Works Director

Alex Schumann
City Engineer

Steven Spraker
Planning Director



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM
The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts)
- Certified Minority Business Business

Summary - Parks & Recreation																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm = ≤30 20pts ≤70 14pts ≥70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Borelli & Partners	24	30	20	22	96	18	20	18	19	75	16	12	15	14	57	14	14	14	14	56	5	5	5	5	20	77	7	81	7	72	6	74	9	29	9
Castle Bay	27	30	25	26	108	20	15	22	19	76	20	20	20	18	78	14	14	14	14	56	0	0	0	0	0	81	5	79	9	81	2	77	6	22	5
Chen Moore	24	30	15	24	93	20	18	14	23	75	14	8	12	16	50	14	14	14	14	56	0	0	0	0	0	72	9	70	10	55	12	77	6	37	10
CPH	27	27	21	27	102	20	25	18	23	86	16	12	12	18	58	14	14	14	14	56	0	2	0	0	2	77	7	80	8	65	8	82	2	25	7
DLZ	18	30	21	23	92	10	12	18	12	52	8	8	14	17	47	14	14	14	14	56	0	2	0	0	2	50	13	66	14	67	7	66	12	46	12
Dredging & Marine Consul	24	30	12	20	86	22	18	12	19	71	18	12	8	14	52	20	20	20	20	80	5	5	5	5	20	89	1	85	5	57	11	78	5	22	5
ECT	16	25	17	23	81	10	18	12	10	50	4	4	10	16	34	20	20	20	20	80	0	2	0	0	2	50	13	69	12	59	10	69	10	45	11
GAI Consulting	28	30	26	27	111	23	25	21	23	92	19	20	18	19	76	14	14	14	14	56	0	2	0	0	2	84	3	91	2	79	3	83	1	9	1
Gale Associates	21	27	10	22	80	18	20	12	17	67	12	8	8	13	41	14	14	14	14	56	0	0	0	0	0	65	11	69	12	44	13	66	12	48	13
Kimley Horn	27	30	15	24	96	20	20	15	20	75	18	16	10	18	62	20	20	20	20	80	0	2	0	0	2	85	2	88	4	60	9	82	2	17	2
Marquis Latimer & Halbac	26	30	24	27	107	22	20	22	22	86	20	20	18	18	76	14	14	14	14	56	0	0	0	0	0	82	4	84	6	78	4	81	4	18	3
Parker Mynchenberg & As	18	30	24	22	94	15	20	17	18	70	14	20	14	15	63	20	20	20	20	80	0	0	0	0	0	67	10	90	3	75	5	75	8	26	8
Pond	24	30	15	26	95	10	18	10	15	53	18	16	5	18	57	6	6	6	6	24	0	0	0	0	0	58	12	70	10	36	14	65	14	50	14
Zev Cohen & Associates	24	30	28	15	97	20	20	24	19	83	16	20	19	15	70	20	20	20	20	80	0	2	0	0	2	80	6	92	1	91	1	69	10	18	3

Rob Hart

Shawn Finley

Alex Schumann

Robert Carolin

Lane Carter

Purchasing Coordinator

Public Works Director

City Engineer

Leisure Services Director

Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16
Date & Time: January 19, 2024 - 1:00 PM
The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (
- Certified Minority Business

Summary - Mechanical Electrical and Plumbing																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
C & S Engineers	24	30	26	25	105	20	15	21	19	75	14	12	17	14	57	14	14	14	14	56	0	0	0	0	0	72	10	71	9	78	5	72	7	31	8
Cape Design Engineering	27	30	25	27	109	22	20	21	21	84	18	12	18	17	65	20	20	20	20	80	0	0	0	0	0	87	2	82	3	84	2	85	2	9	1
DJ Design	21	30	22	16	89	20	25	18	14	77	16	20	16	15	67	20	20	20	20	80	0	0	0	0	0	77	7	95	1	76	7	65	10	25	7
DLZ	21	30	24	24	99	10	15	22	15	62	10	4	16	19	49	14	14	14	14	56	0	2	0	0	2	55	11	65	10	76	7	72	7	35	9
Johnson Levinson Ragan De	24	30	28	24	106	22	20	22	19	83	18	16	17	17	68	14	14	14	14	56	0	0	0	0	0	78	5	80	4	81	4	74	5	18	5
Kimley Horn	24	27	25	24	100	20	15	20	13	68	14	12	17	17	60	20	20	20	20	80	0	2	0	0	2	78	5	76	7	82	3	74	5	20	6
KPI Engineering	27	30	23	28	108	22	20	20	19	81	19	20	17	17	73	6	6	6	6	24	0	2	0	0	2	74	9	78	6	66	11	70	9	35	9
McKim & Creed	24	25	27	27	103	22	15	22	15	74	16	12	18	17	63	20	20	20	20	80	0	2	0	0	2	82	3	74	8	87	1	79	4	16	3
OCI Associates	27	30	24	28	109	23	20	22	21	86	18	16	16	18	68	14	14	14	14	56	0	0	0	0	0	82	3	80	4	76	7	81	3	17	4
SGM Engineering	27	30	22	28	107	23	20	21	22	86	20	20	16	17	73	14	14	14	14	56	5	5	5	5	20	89	1	89	2	78	5	86	1	9	1
TLC Engineering	27	27	24	23	101	23	15	22	18	78	20	16	16	15	67	6	6	6	6	24	0	0	0	0	0	76	8	64	11	68	10	62	11	40	11

Rob Hart

Purchasing Coordinator

Shawn Finley

Public Works Director

Alex Schumann

City Engineer

Robert Carolin

Leisure Services Director

Lane Carter

Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for
Professional, Architectural and
Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30
Points Max

Project Team 25 Points

Relevant Project Experience
20 Points Max

Location of Firm (=<30

Certified Minority Business

Summary - Architectural Services																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Bentley Group	27	30	26	27	110	22	20	21	22	85	18	12	17	18	65	14	14	14	14	56	0	0	0	0	0	81	4	76	5	78	5	81	3	17	4
Borelli & Partners	27	30	26	24	107	20	20	18	20	78	16	12	15	18	61	14	14	14	14	56	5	5	5	5	20	82	3	81	3	78	5	81	3	14	3
BPF Design	21	30	28	20	99	20	20	22	20	82	12	8	18	16	54	20	20	20	20	80	0	0	0	0	0	73	5	78	4	88	2	76	7	18	5
C & S Engineers	24	27	21	27	99	20	18	20	21	79	12	8	14	16	50	14	14	14	14	56	0	0	0	0	0	70	6	67	9	69	8	78	6	29	7
CPH	18	27	21	27	93	15	20	20	23	78	12	8	16	18	54	14	14	14	14	56	0	2	0	0	2	59	9	71	6	71	7	82	2	24	6
DJ Designs	27	30	26	25	108	20	25	21	18	84	16	12	18	17	63	20	20	20	20	80	0	0	0	0	0	83	2	87	1	85	3	80	5	11	2
DLZ	24	30	26	27	107	10	15	22	15	62	5	8	17	12	42	14	14	14	14	56	0	2	0	0	2	53	10	69	8	79	4	68	9	31	8
Gale Associates	21	25	18	22	86	15	20	15	18	68	10	8	12	13	43	14	14	14	14	56	0	0	0	0	0	60	8	67	9	59	9	67	10	36	10
Hall & Ogle	30	30	28	25	113	25	25	23	21	94	20	12	18	18	68	20	20	20	20	80	0	0	0	0	0	95	1	87	1	89	1	84	1	4	1
Pond	24	30	20	26	100	20	18	16	21	75	16	16	12	17	61	6	6	6	6	24	0	0	0	0	0	66	7	70	7	54	10	70	8	32	9

Rob Hart
Purchasing Coordinator Public Works Director

Shawn Finley
City Engineer

Alex Schumann
Leisure Services Director

Robert Carolin
Civil Engineer

Lane Carter
Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30

Points Max

Project Team 25 Points

Relevant Project

Experience 20 Points Max

Location of Firm (≤30

Certified Minority Business

Summary - Architectural Services																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Bentley Group	27	30	26	27	110	22	20	21	22	85	18	12	17	18	65	14	14	14	14	56	0	0	0	0	0	81	4	76	5	78	5	81	3	17	4
Borelli & Partners	27	30	26	24	107	20	20	18	20	78	16	12	15	18	61	14	14	14	14	56	5	5	5	5	20	82	3	81	3	78	5	81	3	14	3
BPF Design	21	30	28	20	99	20	20	22	20	82	12	8	18	16	54	20	20	20	20	80	0	0	0	0	0	73	5	78	4	88	2	76	7	18	5
C & S Engineers	24	27	21	27	99	20	18	20	21	79	12	8	14	16	50	14	14	14	14	56	0	0	0	0	0	70	6	67	9	69	8	78	6	29	7
CPH	18	27	21	27	93	15	20	20	23	78	12	8	16	18	54	14	14	14	14	56	0	2	0	0	2	59	9	71	6	71	7	82	2	24	6
DJ Designs	27	30	26	25	108	20	25	21	18	84	16	12	18	17	63	20	20	20	20	80	0	0	0	0	0	83	2	87	1	85	3	80	5	11	2
DLZ	24	30	26	27	107	10	15	22	15	62	5	8	17	12	42	14	14	14	14	56	0	2	0	0	2	53	10	69	8	79	4	68	9	31	8
Gale Associates	21	25	18	22	86	15	20	15	18	68	10	8	12	13	43	14	14	14	14	56	0	0	0	0	0	60	8	67	9	59	9	67	10	36	10
Hall & Ogle	30	30	28	25	113	25	25	23	21	94	20	12	18	18	68	20	20	20	20	80	0	0	0	0	0	95	1	87	1	89	1	84	1	4	1
Pond	24	30	20	26	100	20	18	16	21	75	16	16	12	17	61	6	6	6	6	24	0	0	0	0	0	66	7	70	7	54	10	70	8	32	9

Rob Hart

Purchasing Coordinator

Shawn Filley

Public Works Director

Alex Schumann

City Engineer

Robert Carolin

Leisure Services Director

Lane Carter

Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points

Max

Project Team 25 Points Max

Relevant Project Experience

20 Points Max

Location of Firm (=<30 20pts) (

Certified Minority Business

Summary - Mechanical Electrical and Plumbing																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
C & S Engineers	24	30	26	25	105	20	15	21	19	75	14	12	17	14	57	14	14	14	14	56	0	0	0	0	0	72	10	71	9	78	5	72	7	31	8
Cape Design Engineering	27	30	25	27	109	22	20	21	21	84	18	12	18	17	65	20	20	20	20	80	0	0	0	0	0	87	2	82	3	84	2	85	2	9	1
DJ Design	21	30	22	16	89	20	25	18	14	77	16	20	16	15	67	20	20	20	20	80	0	0	0	0	0	77	7	95	1	76	7	65	10	25	7
DLZ	21	30	24	24	99	10	15	22	15	62	10	4	16	19	49	14	14	14	14	56	0	2	0	0	2	55	11	65	10	76	7	72	7	35	9
Johnson Levinson Ragan D	24	30	28	24	106	22	20	22	19	83	18	16	17	17	68	14	14	14	14	56	0	0	0	0	0	78	5	80	4	81	4	74	5	18	5
Kimley Horn	24	27	25	24	100	20	15	20	13	68	14	12	17	17	60	20	20	20	20	80	0	2	0	0	2	78	5	76	7	82	3	74	5	20	6
KPI Engineering	27	30	23	28	108	22	20	20	19	81	19	20	17	17	73	6	6	6	6	24	0	2	0	0	2	74	9	78	6	66	11	70	9	35	9
McKim & Creed	24	25	27	27	103	22	15	22	15	74	16	12	18	17	63	20	20	20	20	80	0	2	0	0	2	82	3	74	8	87	1	79	4	16	3
OCI Associates	27	30	24	28	109	23	20	22	21	86	18	16	16	18	68	14	14	14	14	56	0	0	0	0	0	82	3	80	4	76	7	81	3	17	4
SGM Engineering	27	30	22	28	107	23	20	21	22	86	20	20	16	17	73	14	14	14	14	56	5	5	5	5	20	89	1	89	2	78	5	86	1	9	1
TLC Engineering	27	27	24	23	101	23	15	22	18	78	20	16	16	15	67	6	6	6	6	24	0	0	0	0	0	76	8	64	11	68	10	62	11	40	11

Rob Hart

Purchasing Coordinator

Shawn Finley

Public Works Director

Alex Schumann

City Engineer

Robert Carolin

Leisure Services Director

Lane Carter

Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM
The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (= <30 20pts)
- Certified Minority Business

Summary - Parks & Recreation																																			
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F.	A.S.	R.C.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	R.C. Totals	R.C. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Borelli & Partners	24	30	20	22	96	18	20	18	19	75	16	12	15	14	57	14	14	14	14	56	5	5	5	5	20	77	7	81	7	72	6	74	9	29	9
Castle Bay	27	30	25	26	108	20	15	22	19	76	20	20	20	18	78	14	14	14	14	56	0	0	0	0	0	81	5	79	9	81	2	77	6	22	5
Chen Moore	24	30	15	24	93	20	18	14	23	75	14	8	12	16	50	14	14	14	14	56	0	0	0	0	0	72	9	70	10	55	12	77	6	37	10
CPH	27	27	21	27	102	20	25	18	23	86	16	12	12	18	58	14	14	14	14	56	0	2	0	0	2	77	7	80	8	65	8	82	2	25	7
DLZ	18	30	21	23	92	10	12	18	12	52	8	8	14	17	47	14	14	14	14	56	0	2	0	0	2	50	13	66	14	67	7	66	12	46	12
Dredging & Marine Consul	24	30	12	20	86	22	18	12	19	71	18	12	8	14	52	20	20	20	20	80	5	5	5	5	20	89	1	85	5	57	11	78	5	22	5
ECT	16	25	17	23	81	10	18	12	10	50	4	4	10	16	34	20	20	20	20	80	0	2	0	0	2	50	13	69	12	59	10	69	10	45	11
GAI Consulting	28	30	26	27	111	23	25	21	23	92	19	20	18	19	76	14	14	14	14	56	0	2	0	0	2	84	3	91	2	79	3	83	1	9	1
Gale Associates	21	27	10	22	80	18	20	12	17	67	12	8	8	13	41	14	14	14	14	56	0	0	0	0	0	65	11	69	12	44	13	66	12	48	13
Kimley Horn	27	30	15	24	96	20	20	15	20	75	18	16	10	18	62	20	20	20	20	80	0	2	0	0	2	85	2	88	4	60	9	82	2	17	2
Marquis Latimer & Halbac	26	30	24	27	107	22	20	22	22	86	20	20	18	18	76	14	14	14	14	56	0	0	0	0	0	82	4	84	6	78	4	81	4	18	3
Parker Mynchenberg & As	18	30	24	22	94	15	20	17	18	70	14	20	14	15	63	20	20	20	20	80	0	0	0	0	0	67	10	90	3	75	5	75	8	26	8
Pond	24	30	15	26	95	10	18	10	15	53	18	16	5	18	57	6	6	6	6	24	0	0	0	0	0	58	12	70	10	36	14	65	14	50	14
Zev Cohen & Associates	24	30	28	15	97	20	20	24	19	83	16	20	19	15	70	20	20	20	20	80	0	2	0	0	2	80	6	92	1	91	1	69	10	18	3

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Robert Carolin
Leisure Services Director

Lane Carter
Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 25, 2024 - 2:00 PM
The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Water Supply & Treatment																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Barnes Ferland	27	30	18	25	100	22	25	16	20	83	18	16	14	15	63	14	14	14	14	56	5	5	5	5	20	86	3	90	2	67	7	79	12	24		5				
Burgess & Niple	27	28	14	20	89	18	25	12	20	75	18	20	10	15	63	14	14	14	14	56	0	0	0	0	0	77	11	87	6	50	13	69	14	44		12				
CHA	27	25	20	30	102	21	25	14	25	85	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	80	9	82	9	61	8	89	4	30		10				
Freese & Nichols	27	28	19	20	94	18	25	15	20	78	16	20	15	15	66	20	20	20	20	80	0	0	0	0	0	81	7	93	1	69	4	75	13	25		6				
HDR	27	25	14	28	94	20	20	13	25	78	16	12	13	18	59	14	14	14	14	56	0	2	0	0	2	77	11	73	14	54	10	85	9	44		12				
Infrastructure Solutions Services	27	30	14	30	101	22	23	14	25	84	19	16	12	20	67	6	6	6	6	24	0	0	0	0	0	74	14	75	12	46	14	81	11	51		14				
Jones Edmunds	29	30	25	30	114	23	25	20	25	93	19	20	17	20	76	14	14	14	14	56	0	0	0	0	0	85	5	89	4	76	2	89	4	15		2				
Kimley Horn	27	28	18	30	103	21	18	16	25	80	18	16	15	20	69	20	20	20	20	80	0	2	0	0	2	86	3	84	7	69	4	95	1	15		2				
McKim & Creed	27	30	21	30	108	20	15	19	25	79	20	12	18	20	70	20	20	20	20	80	0	2	0	0	2	87	2	79	11	78	1	95	1	15		2				
Mead Hunt	29	28	19	30	106	23	25	16	25	89	20	16	16	20	72	20	20	20	20	80	0	0	0	0	0	92	1	89	4	71	3	95	1	9		1				
Parker Mynchenberg	24	30	18	25	97	18	20	13	20	71	17	20	17	20	74	20	20	20	20	80	0	0	0	0	0	79	10	90	2	68	6	85	9	27		7				
RK & K	26	28	14	30	98	19	20	13	25	77	17	12	10	20	59	14	14	14	14	56	0	0	0	0	0	76	13	74	13	51	11	89	4	41		11				
Wright Pierce	27	28	17	30	102	23	25	15	25	88	18	12	13	20	63	14	14	14	14	56	0	2	0	0	2	82	6	81	10	59	9	89	4	29		8				
WSP USA	27	27	13	30	97	22	25	11	25	83	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	81	7	84	7	51	11	89	4	29		8				

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project: Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 25, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (≤30 20pts) (≤70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Water Reuse Distribution & WW Collection

Summary - Water Reuse Distribution & WW Collection																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Barnes Ferland	27	30	23	25	105	20	20	15	20	75	18	20	15	15	68	14	14	14	14	56	5	5	5	5	20	84	6	89	6	72	3	79	16	31		6				
Burgess & Niple	28	30	13	30	101	24	25	18	25	92	20	16	13	20	69	14	14	14	14	56	0	0	0	0	0	86	5	85	11	58	13	89	5	34		8				
Carnahan Proctor & Cross	21	30	13	30	94	15	25	10	25	75	20	8	10	10	48	14	14	14	14	56	0	2	0	0	2	70	20	79	18	47	19	79	16	73		19				
CHA	27	30	20	30	107	22	25	9	25	81	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	81	10	87	10	56	16	89	5	41		11				
Chen Moore	27	25	16	30	98	20	18	14	25	77	16	12	10	20	58	14	14	14	14	56	0	0	0	0	0	77	16	69	20	54	17	89	5	58		17				
England Thims & Miller	27	27	15	25	94	22	25	17	25	89	14	16	11	15	56	20	20	20	20	80	0	0	0	0	0	83	8	88	8	63	10	85	11	37		10				
Florida Technical Consultants	12	30	5	15	62	10	20	15	15	60	5	0	5	5	15	6	6	6	6	24	0	2	0	0	2	33	21	58	21	31	21	41	21	84		21				
Freese & Nichols	27	28	20	30	105	20	25	17	25	87	17	20	14	20	71	20	20	20	20	80	0	0	0	0	0	84	6	93	2	71	4	95	1	13		2				
GAI Consulting	27	28	17	30	102	22	25	15	25	87	18	12	15	20	65	14	14	14	14	56	0	2	0	0	2	81	10	81	16	61	12	89	5	43		13				
HDR	27	27	16	28	98	22	20	13	25	80	18	20	14	18	70	14	14	14	14	56	0	2	0	0	2	81	10	83	15	57	14	85	11	50		15				
Infrastructure Solutions Services	28	30	14	25	97	22	25	12	25	84	20	20	13	15	68	6	6	6	6	24	0	0	0	0	0	76	18	81	16	45	20	71	20	74		20				
Jones Edmunds	30	30	24	30	114	25	25	20	25	95	20	20	15	20	75	14	14	14	14	56	0	0	0	0	0	89	3	89	6	73	2	89	5	16		4				
Kimley Horn	28	28	18	30	104	24	20	17	25	86	18	20	13	20	71	20	20	20	20	80	0	2	0	0	2	90	2	90	5	68	7	95	1	15		3				
McKim & Creed	27	30	23	30	110	22	20	19	25	86	18	12	17	20	67	20	20	20	20	80	0	2	0	0	2	87	4	84	13	79	1	95	1	19		5				
Mead Hunt	30	29	20	30	109	25	25	16	25	91	20	20	14	20	74	20	20	20	20	80	0	0	0	0	0	95	1	94	1	70	5	95	1	8		1				
Parker Mynchenberg & Associates	24	30	18	25	97	20	18	14	20	72	16	20	16	20	72	20	20	20	20	80	0	0	0	0	0	80	15	88	8	68	7	85	11	41		11				
RK & K	27	27	12	25	91	20	20	15	25	80	16	12	13	15	56	14	14	14	14	56	0	0	0	0	0	77	16	73	19	54	17	79	16	68		18				
Upham	27	30	16	25	98	20	18	16	20	74	14	16	17	15	62	20	20	20	20	80	0	0	0	0	0	81	10	84	13	69	6	80	15	44		14				
Wright Pierce	27	28	19	30	104	23	25	16	25	89	18	16	14	20	68	14	14	14	14	56	0	2	0	0	2	82	9	85	11	63	10	89	5	35		9				
WSP USA	24	30	13	25	92	20	25	16	25	85	16	20	15	15	66	14	14	14	14	56	0	2	0	0	2	74	19	91	4	57	14	79	16	53		16				
Zev Cohen & Associates	25	30	19	25	99	20	20	15	25	80	16	20	14	15	65	20	20	20	20	80	0	2	0	0	2	81	10	92	3	68	7	85	11	31		6				

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 25, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=30 20pts) (=70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - IT, SCADA, Telecom																																																
	Qualifications of Firm 30 Points Max						Project Team 25 Points Max						Relevant Project Experience 20 Points Max						Location of Firm =<30 20pts =<70 14pts >70 6 pts						Certified Minority Business Enterprise 5 Points Max																							
Firm	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	C.O. Totals	C.O. Rank	Total Rank	Rank of Total
Advanced System Solutions	24	30	28	20	26	128	20	25	23	20	22	110	18	8	15	15	18	74	14	14	14	14	14	70	0	0	0	0	0	0	76	3	77	3	80	1	69	3	80	3	13	3						
C & S Engineers	12	30	10	20	10	82	10	15	8	20	10	63	10	0	8	10	10	38	14	14	14	14	14	70	0	0	0	0	0	0	46	6	59	6	40	6	64	5	44	6	29	6						
Empire Consulting	24	30	26	25	28	133	22	23	18	20	23	106	16	20	13	15	18	82	20	20	20	20	20	100	0	0	0	0	0	0	82	1	93	1	77	2	80	2	89	1	7	1						
Freese & Nichols	24	28	18	25	27	122	20	25	13	20	23	101	16	8	12	20	18	74	20	20	20	20	20	100	0	0	0	0	0	0	80	2	81	2	63	4	85	1	88	2	11	2						
TLC Engineering	27	25	20	25	25	122	22	25	20	20	23	110	20	12	14	15	18	79	6	6	6	6	6	30	0	0	0	0	0	0	75	4	68	5	60	5	66	4	72	5	23	5						
Trisen & Associates	27	30	24	25	28	134	22	23	21	15	22	103	18	12	15	15	18	78	6	6	6	6	6	30	0	0	0	0	0	0	73	5	71	4	66	3	61	6	74	4	22	4						

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering

Chuck Osteen
I. T. Manager



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - IT, SCADA, Telecom																																										
	Qualifications of Firm 30 Points Max						Project Team 25 Points Max						Relevant Project Experience 20 Points Max						Location of Firm =<30 20pts =<70 14pts >70 6 pts						Certified Minority Business Enterprise 5 Points Max																	
Firm	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F.	A.S.	M.S.	G.L.	C.O.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	C.O. Totals	C.O. Rank	Total Rank	Rank of Total Rank
Advanced System Solutions	24	30	28	20	26	128	20	25	23	20	22	110	18	8	15	15	18	74	14	14	14	14	14	70	0	0	0	0	0	0	76	3	77	3	80	1	69	3	80	3	13	3
C & S Engineers	12	30	10	20	10	82	10	15	8	20	10	63	10	0	8	10	10	38	14	14	14	14	14	70	0	0	0	0	0	0	46	6	59	6	40	6	64	5	44	6	29	6
Empire Consulting	24	30	26	25	28	133	22	23	18	20	23	106	16	20	13	15	18	82	20	20	20	20	20	100	0	0	0	0	0	0	82	1	93	1	77	2	80	2	89	1	7	1
Freese & Nichols	24	28	18	25	27	122	20	25	13	20	23	101	16	8	12	20	18	74	20	20	20	20	20	100	0	0	0	0	0	0	80	2	81	2	63	4	85	1	88	2	11	2
TLC Engineering	27	25	20	25	25	122	22	25	20	20	23	110	20	12	14	15	18	79	6	6	6	6	6	30	0	0	0	0	0	0	75	4	68	5	60	5	66	4	72	5	23	5
Trien & Associates	27	30	24	25	28	134	22	23	21	15	22	103	18	12	15	15	18	78	6	6	6	6	6	30	0	0	0	0	0	0	73	5	71	4	66	3	61	6	74	4	22	4

Rob Hart

Purchasing Coordinator

Shawn Finley

Public Works Director

Alex Schumann

City Engineer

Mike Stephenson

Engineering

George Lavatelli

Engineering

Chuck Osteen

I. T. Manager



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 25, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Water Supply & Treatment																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Barnes Ferland	27	30	18	25	100	22	25	16	20	83	18	16	14	15	63	14	14	14	14	56	5	5	5	5	20	86	3	90	2	67	7	79	12	24						5
Burgess & Niple	27	28	14	20	89	18	25	12	20	75	18	20	10	15	63	14	14	14	14	56	0	0	0	0	0	77	11	87	6	50	13	69	14	44						12
CHA	27	25	20	30	102	21	25	14	25	85	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	80	9	82	9	61	8	89	4	30						10
Freese & Nichols	27	28	19	20	94	18	25	15	20	78	16	20	15	15	66	20	20	20	20	80	0	0	0	0	0	81	7	93	1	69	4	75	13	25						6
HDR	27	25	14	28	94	20	20	13	25	78	16	12	13	18	59	14	14	14	14	56	0	2	0	0	2	77	11	73	14	54	10	85	9	44						12
Infrastructure Solutions Services	27	30	14	30	101	22	23	14	25	84	19	16	12	20	67	6	6	6	6	24	0	0	0	0	0	74	14	75	12	46	14	81	11	51						14
Jones Edmunds	29	30	25	30	114	23	25	20	25	93	19	20	17	20	76	14	14	14	14	56	0	0	0	0	0	85	5	89	4	76	2	89	4	15						2
Kimley Horn	27	28	18	30	103	21	18	16	25	80	18	16	15	20	69	20	20	20	20	80	0	2	0	0	2	86	3	84	7	69	4	95	1	15						2
McKim & Creed	27	30	21	30	108	20	15	19	25	79	20	12	18	20	70	20	20	20	20	80	0	2	0	0	2	87	2	79	11	78	1	95	1	15						2
Mead Hunt	29	28	19	30	106	23	25	16	25	89	20	16	16	20	72	20	20	20	20	80	0	0	0	0	0	92	1	89	4	71	3	95	1	9						1
Parker Mynchenberg	24	30	18	25	97	18	20	13	20	71	17	20	17	20	74	20	20	20	20	80	0	0	0	0	0	79	10	90	2	68	6	85	9	27						7
RK & K	26	28	14	30	98	19	20	13	25	77	17	12	10	20	59	14	14	14	14	56	0	0	0	0	0	76	13	74	13	51	11	89	4	41						11
Wright Pierce	27	28	17	30	102	23	25	15	25	88	18	12	13	20	63	14	14	14	14	56	0	2	0	0	2	82	6	81	10	59	9	89	4	29						8
WSP USA	27	27	13	30	97	22	25	11	25	83	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	81	7	84	7	51	11	89	4	29						8

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 25, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Water Reuse Distribution & WW Collection																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Barnes Ferland	27	30	23	25	105	20	20	15	20	75	18	20	15	15	68	14	14	14	14	56	5	5	5	5	20	84	6	89	6	72	3	79	16	31		6				
Burgess & Niple	28	30	13	30	101	24	25	18	25	92	20	16	13	20	69	14	14	14	14	56	0	0	0	0	0	86	5	85	11	58	13	89	5	34		8				
Carnahan Proctor & Cross	21	30	13	30	94	15	25	10	25	75	20	8	10	10	48	14	14	14	14	56	0	2	0	0	2	70	20	79	18	47	19	79	16	73		19				
CHA	27	30	20	30	107	22	25	9	25	81	18	16	13	20	67	14	14	14	14	56	0	2	0	0	2	81	10	87	10	56	16	89	5	41		11				
Chen Moore	27	25	16	30	98	20	18	14	25	77	16	12	10	20	58	14	14	14	14	56	0	0	0	0	0	77	16	69	20	54	17	89	5	58		17				
England Thims & Miller	27	27	15	25	94	22	25	17	25	89	14	16	11	15	56	20	20	20	20	80	0	0	0	0	0	83	8	88	8	63	10	85	11	37		10				
Florida Technical Consultants	12	30	5	15	62	10	20	15	15	60	5	0	5	5	15	6	6	6	6	24	0	2	0	0	2	33	21	58	21	31	21	41	21	84		21				
Freese & Nichols	27	28	20	30	105	20	25	17	25	87	17	20	14	20	71	20	20	20	20	80	0	0	0	0	0	84	6	93	2	71	4	95	1	13		2				
GAI Consulting	27	28	17	30	102	22	25	15	25	87	18	12	15	20	65	14	14	14	14	56	0	2	0	0	2	81	10	81	16	61	12	89	5	43		13				
HDR	27	27	16	28	98	22	20	13	25	80	18	20	14	18	70	14	14	14	14	56	0	2	0	0	2	81	10	83	15	57	14	85	11	50		15				
Infrastructure Solutions Services	28	30	14	25	97	22	25	12	25	84	20	20	13	15	68	6	6	6	6	24	0	0	0	0	0	76	18	81	16	45	20	71	20	74		20				
Jones Edmunds	30	30	24	30	114	25	25	20	25	95	20	20	15	20	75	14	14	14	14	56	0	0	0	0	0	89	3	89	6	73	2	89	5	16		4				
Kimley Horn	28	28	18	30	104	24	20	17	25	86	18	20	13	20	71	20	20	20	20	80	0	2	0	0	2	90	2	90	5	68	7	95	1	15		3				
McKim & Creed	27	30	23	30	110	22	20	19	25	86	18	12	17	20	67	20	20	20	20	80	0	2	0	0	2	87	4	84	13	79	1	95	1	19		5				
Mead Hunt	30	29	20	30	109	25	25	16	25	91	20	20	14	20	74	20	20	20	20	80	0	0	0	0	0	95	1	94	1	70	5	95	1	8		1				
Parker Mynchenberg & Associates	24	30	18	25	97	20	18	14	20	72	16	20	16	20	72	20	20	20	20	80	0	0	0	0	0	80	15	88	8	68	7	85	11	41		11				
RK & K	27	27	12	25	91	20	20	15	25	80	16	12	13	15	56	14	14	14	14	56	0	0	0	0	0	77	16	73	19	54	17	79	16	68		18				
Upham	27	30	16	25	98	20	18	16	20	74	14	16	17	15	62	20	20	20	20	80	0	0	0	0	0	81	10	84	13	69	6	80	15	44		14				
Wright Pierce	27	28	19	30	104	23	25	16	25	89	18	16	14	20	68	14	14	14	14	56	0	2	0	0	2	82	9	85	11	63	10	89	5	35		9				
WSP USA	24	30	13	25	92	20	25	15	25	85	16	20	15	15	66	14	14	14	14	56	0	2	0	0	2	74	19	91	4	57	14	79	16	53		16				
Zev Cohen & Associates	25	30	19	25	99	20	20	15	25	80	16	20	14	15	65	20	20	20	20	80	0	2	0	0	2	81	10	92	3	68	7	85	11	31		6				

Rob Hart
Purchasing Coordinator


Shawn Finley
Public Works Director


Alex Schumann
City Engineer


Mike Stephenson
Engineering


George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

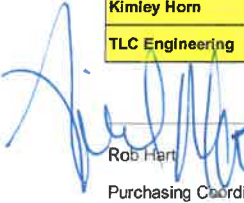
Recommendation(s) of Award highlighted

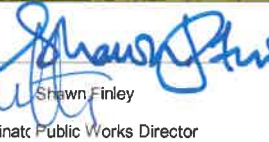
RFQ Number: 2023-16

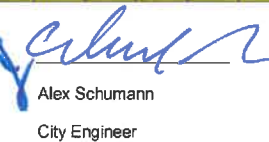
Date & Time: January 26, 2024 - 2:00 PM
The RFP's were scored on the following criteria:

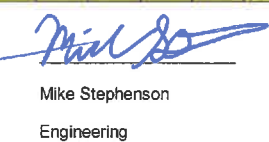
- Qualifications of Firm 30 Points Max
- Project Team 25 Points
- Relevant Project Experience 20 Points Max
- Location of Firm (≤30 Certified Minority

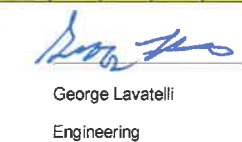
Summary - Structural Engineering																																				
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max															
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Bentley Group	27	30	19	30	106	22	20	16	20	78	18	16	13	20	67	14	14	14	14	56	0	0	0	0	0	81	3	80	3	62	6	84	3	15	4	
C & S Engineers	24	27	15	30	96	20	18	11	15	64	16	12	12	20	60	14	14	14	14	56	0	0	0	0	0	74	7	71	6	52	7	79	5	25	6	
Cape Design Engineer	24	30	17	30	101	21	18	16	15	70	16	16	17	20	69	20	20	20	20	80	0	2	0	2	4	81	3	86	2	70	4	87	2	11	2	
DJ Design	24	30	10	15	79	21	0	10	15	46	16	0	10	10	36	20	20	20	20	80	0	0	0	0	0	81	3	50	8	50	8	60	8	27	7	
DLZ	24	30	18	20	92	20	15	16	15	66	14	0	16	10	40	14	14	14	14	56	0	2	0	2	4	72	8	61	7	64	5	61	7	27	7	
Dredging & Marine Co	24	30	17	20	91	20	20	16	15	71	14	20	15	10	59	20	20	20	20	80	5	5	5	5	20	83	2	95	1	73	3	70	6	12	3	
Kimley Horn	27	28	21	30	106	23	20	18	25	86	17	4	16	20	57	20	20	20	20	80	0	2	0	0	2	87	1	74	5	75	2	95	1	9	1	
TLC Engineering	27	27	28	30	112	24	25	23	25	97	19	20	19	20	78	6	6	6	6	24	0	0	0	0	0	76	6	78	4	76	1	81	4	15	4	


Rob Hart
Purchasing Coordinator


Shawn Finley
Public Works Director


Alex Schumann
City Engineer


Mike Stephenson
Engineering


George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 26, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=30 20pts) (

Certified Minority Business

Summary - General Civil																																		
Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm = <30 20pts = 70 14pts > 70 6 pts					Certified Minority Business Enterprise 5 Points Max														
Firm	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Bentley Group	30	16	30	103	21	20	14	25	80	16	12	14	20	62	14	14	14	14	56	0	0	0	0	0	78	7	76	12	58	14	89	3	36	11
Carnahan Proctor & Cross	30	16	30	103	22	20	15	25	82	16	12	14	20	62	14	14	14	14	56	0	2	0	0	2	79	6	78	10	59	12	89	3	31	9
CHA	30	18	25	99	21	15	15	20	71	15	8	15	15	53	14	14	14	14	56	0	2	0	0	2	76	11	69	15	62	10	74	16	52	15
Chen Moore	25	16	30	98	21	20	16	25	82	16	12	16	20	64	14	14	14	14	56	0	0	0	0	0	78	7	71	13	62	10	89	3	33	10
CPH	27	15	30	96	20	25	16	25	86	14	20	13	20	67	14	14	14	14	56	0	2	0	0	2	72	15	88	4	58	14	89	3	36	11
DLZ	30	15	20	85	15	15	13	15	58	10	4	14	10	38	14	14	14	14	56	0	2	0	2	4	59	18	65	17	56	17	61	17	69	18
DRMP	28	15	30	98	18	25	13	25	81	17	12	13	20	62	14	14	14	14	56	0	0	0	0	0	74	14	79	9	55	18	89	3	44	13
ECT	25	14	25	82	15	15	12	20	62	10	0	12	15	37	20	20	20	20	80	0	2	0	0	2	63	16	62	18	58	14	80	14	62	17
Freese & Nichols	28	20	30	99	20	20	18	25	83	14	12	17	20	63	20	20	20	20	80	0	0	0	0	0	75	13	80	6	75	3	95	1	23	5
GAI	28	15	30	99	22	24	14	25	85	16	12	16	20	64	14	14	14	14	56	0	2	0	0	2	78	7	80	6	59	12	89	3	28	7
HDR	27	20	30	103	22	15	16	25	78	16	20	17	20	73	14	14	14	14	56	0	2	0	0	2	78	7	78	10	67	7	89	3	27	6
Hoyle Tanner	27	16	15	79	15	15	17	15	62	12	12	16	10	50	14	14	14	14	56	0	2	0	0	2	62	17	70	14	63	9	54	18	58	16
Jones Edmunds & Associate	30	24	30	111	22	25	20	25	92	18	20	17	20	75	14	14	14	14	56	0	0	0	0	0	81	4	89	3	75	3	89	3	13	2
Kimley Horn	28	19	30	104	15	15	13	15	58	14	4	13	20	51	20	20	20	20	80	0	2	0	0	2	76	11	69	15	65	8	85	12	46	14
Parker Mynchenberg & Asso	29	21	25	102	20	15	16	15	66	14	16	15	20	65	20	20	20	20	80	0	0	0	0	0	81	4	80	6	72	5	80	14	29	8
Pond	30	21	28	106	20	25	18	23	86	18	16	17	18	69	20	20	20	20	80	0	0	0	0	0	85	2	91	2	76	2	89	3	9	1
Upham	30	20	30	107	20	25	17	25	87	16	12	14	20	62	20	20	20	20	80	0	0	0	0	0	83	3	87	5	71	6	95	1	15	3
Zev Cohen & Associates	30	22	25	104	23	25	18	20	86	19	20	18	20	77	20	20	20	20	80	0	2	0	0	2	89	1	97	1	78	1	85	12	15	3

Rob Hart
Purchasing Coordinator

Shawn Filley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for
Professional, Architectural and
Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 26, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm
30 Points Max
Project Team 25
Relevant Project
Experience 20 Points
Max
Location of Firm (≤30
Certified Minority

Summary - Environmental Services																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm = <30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Barnes Ferland	29	30	26	30	115	22	25	18	25	90	20	20	16	20	76	14	14	14	14	56	5	5	5	5	20	90	1	94	2	79	1	94	3	7					1	
CHA	27	25	17	25	94	20	25	13	20	78	18	16	15	15	64	14	14	14	14	56	0	2	0	0	2	79	7	82	7	59	7	74	9	30					8	
ECT	24	25	15	25	89	21	25	12	25	83	16	8	11	15	50	20	20	20	20	80	0	2	0	0	2	81	6	80	8	58	8	85	6	28					7	
Kimley Horn	27	28	18	30	103	21	25	14	25	85	17	12	13	20	62	20	20	20	20	80	0	2	0	0	2	85	3	87	5	65	5	95	1	14					3	
Pond	27	30	23	28	108	21	20	14	23	78	16	16	18	18	68	6	6	6	6	24	0	0	0	0	0	70	9	72	9	61	6	75	8	32					9	
RES	27	30	24	30	111	23	25	17	25	90	18	20	16	20	74	14	14	14	14	56	0	0	0	0	0	82	5	89	3	71	2	89	4	14					3	
Universal Engineering	20	28	19	30	97	20	20	13	25	78	16	20	15	20	71	20	20	20	20	80	0	0	0	0	0	76	8	88	4	67	4	95	1	17					5	
WSP USA	28	27	14	30	99	24	25	12	25	86	19	16	16	20	71	14	14	14	14	56	0	2	0	0	2	85	3	84	6	56	9	89	4	22					6	
Zev Cohen	26	30	20	25	101	22	25	15	20	82	18	20	15	15	68	20	20	20	20	80	0	2	0	0	2	86	2	97	1	70	3	80	7	13					2	

Rob Hart
Purchasing Coordina Public Works Director

Shawn Finley

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for
Professional, Architectural and
Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 26, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30
Points Max

Project Team 25 Points

Relevant Project
Experience 20 Points
Max

Location of Firm (≤30

Certified Minority

Summary - Structural Engineering

Summary - Structural Engineering																																								
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max																			
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Bentley Group	27	30	19	30	106	22	20	16	20	78	18	16	13	20	67	14	14	14	14	56	0	0	0	0	0	81	3	80	3	62	6	84	3	15		4				
C & S Engineers	24	27	15	30	96	20	18	11	15	64	16	12	12	20	60	14	14	14	14	56	0	0	0	0	0	74	7	71	6	52	7	79	5	25		6				
Cape Design Engineer	24	30	17	30	101	21	18	16	15	70	16	16	17	20	69	20	20	20	20	80	0	2	0	2	4	81	3	86	2	70	4	87	2	11		2				
DJ Design	24	30	10	15	79	21	0	10	15	46	16	0	10	10	36	20	20	20	20	80	0	0	0	0	0	81	3	50	8	50	8	60	8	27		7				
DLZ	24	30	18	20	92	20	15	16	15	66	14	0	16	10	40	14	14	14	14	56	0	2	0	2	4	72	8	61	7	64	5	61	7	27		7				
Dredging & Marine Co	24	30	17	20	91	20	20	16	15	71	14	20	15	10	59	20	20	20	20	80	5	5	5	5	20	83	2	95	1	73	3	70	6	12		3				
Kimley Horn	27	28	21	30	106	23	20	18	25	86	17	4	16	20	57	20	20	20	20	80	0	2	0	0	2	87	1	74	5	75	2	95	1	9		1				
TLC Engineering	27	27	28	30	112	24	25	23	25	97	19	20	19	20	78	6	6	6	6	24	0	0	0	0	0	76	6	78	4	76	1	81	4	15		4				

Rob Hart
Purchasing Coordinator Public Works Director

Shawn Finley
City Engineer

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project: Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 26, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max
Project Team 25 Points

Relevant Project Experience 20 Points Max
Location of Firm (=<30 Certified Minority Business

Summary - General Civil																																				
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm = <30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max															
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank
Bentley Group	27	30	16	30	103	21	20	14	25	80	16	12	14	20	62	14	14	14	14	56	0	0	0	0	0	78	7	76	12	58	14	89	3	36	11	
Carnahan Proctor & Cross	27	30	16	30	103	22	20	15	25	82	16	12	14	20	62	14	14	14	14	56	0	2	0	0	2	79	6	78	10	59	12	89	3	31	9	
CHA	26	30	18	25	99	21	15	15	20	71	15	8	15	15	53	14	14	14	14	56	0	2	0	0	2	76	11	69	15	62	10	74	16	52	15	
Chen Moore	27	25	16	30	98	21	20	16	25	82	16	12	16	20	64	14	14	14	14	56	0	0	0	0	0	78	7	71	13	62	10	89	3	33	10	
CPH	24	27	15	30	96	20	25	16	25	86	14	20	13	20	67	14	14	14	14	56	0	2	0	0	2	72	15	88	4	58	14	89	3	36	11	
DLZ	20	30	15	20	85	15	15	13	15	58	10	4	14	10	38	14	14	14	14	56	0	2	0	2	4	59	18	65	17	56	17	61	17	69	18	
DRMP	25	28	15	30	98	18	25	13	25	81	17	12	13	20	62	14	14	14	14	56	0	0	0	0	0	74	14	79	9	55	18	89	3	44	13	
ECT	18	25	14	25	82	15	15	12	20	62	10	0	12	15	37	20	20	20	20	80	0	2	0	0	2	63	16	62	18	58	14	80	14	62	17	
Freese & Nichols	21	28	20	30	99	20	20	18	25	83	14	12	17	20	63	20	20	20	20	80	0	0	0	0	0	75	13	80	6	75	3	95	1	23	5	
GAI	26	28	15	30	99	22	24	14	25	85	16	12	16	20	64	14	14	14	14	56	0	2	0	0	2	78	7	80	6	59	12	89	3	28	7	
HDR	26	27	20	30	103	22	15	16	25	78	16	20	17	20	73	14	14	14	14	56	0	2	0	0	2	78	7	78	10	67	7	89	3	27	6	
Hoyle Tanner	21	27	16	15	79	15	15	17	15	62	12	12	16	10	50	14	14	14	14	56	0	2	0	0	2	62	17	70	14	63	9	54	18	58	16	
Jones Edmunds & Associates	27	30	24	30	111	22	25	20	25	92	18	20	17	20	75	14	14	14	14	56	0	0	0	0	0	81	4	89	3	75	3	89	3	13	2	
Kimley Horn	27	28	19	30	104	15	15	13	15	58	14	4	13	20	51	20	20	20	20	80	0	2	0	0	2	76	11	69	15	65	8	85	12	46	14	
Parker Mynchenberg & Associates	27	29	21	25	102	20	15	16	15	66	14	16	15	20	65	20	20	20	20	80	0	0	0	0	0	81	4	80	6	72	5	80	14	29	8	
Pond	27	30	21	28	106	20	25	18	23	86	18	16	17	18	69	20	20	20	20	80	0	0	0	0	0	85	2	91	2	76	2	89	3	9	1	
Upham	27	30	20	30	107	20	25	17	25	87	16	12	14	20	62	20	20	20	20	80	0	0	0	0	0	83	3	87	5	71	6	95	1	15	3	
Zev Cohen & Associates	27	30	22	25	104	23	25	18	20	86	19	20	18	20	77	20	20	20	20	80	0	2	0	0	2	89	1	97	1	78	1	85	12	15	3	

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for
Professional, Architectural and
Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 26, 2024 - 2:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm
30 Points Max
- Project Team 25
- Relevant Project
Experience 20 Points
Max
- Location of Firm (=<30
- Certified Minority

Summary - Environmental Services																																				
	Qualifications of Firm 30 Points Max					Project Team 25 Points Max					Relevant Project Experience 20 Points Max					Location of Firm =<30 20pts =<70 14pts >70 6 pts					Certified Minority Business Enterprise 5 Points Max															
Firm	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F.	A.S.	M.S.	G.L.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	M.S. Totals	M.S. Rank	G.L. Totals	G.L. Rank	Total Rank	Rank of Total Rank	
Barnes Ferland	29	30	26	30	115	22	25	18	25	90	20	20	16	20	76	14	14	14	14	56	5	5	5	5	20	90	1	94	2	79	1	94	3	7	1	
CHA	27	25	17	25	94	20	25	13	20	78	18	16	15	15	64	14	14	14	14	56	0	2	0	0	2	79	7	82	7	59	7	74	9	30	8	
ECT	24	25	15	25	89	21	25	12	25	83	16	8	11	15	50	20	20	20	20	80	0	2	0	0	2	81	6	80	8	58	8	85	6	28	7	
Kimley Horn	27	28	18	30	103	21	25	14	25	85	17	12	13	20	62	20	20	20	20	80	0	2	0	0	2	85	3	87	5	65	5	95	1	14	3	
Pond	27	30	23	28	108	21	20	14	23	78	16	16	18	18	68	6	6	6	6	24	0	0	0	0	0	70	9	72	9	61	6	75	8	32	9	
RES	27	30	24	30	111	23	25	17	25	90	18	20	16	20	74	14	14	14	14	56	0	0	0	0	0	82	5	89	3	71	2	89	4	14	3	
Universal Engineering	20	28	19	30	97	20	20	13	25	78	16	20	15	20	71	20	20	20	20	80	0	0	0	0	0	76	8	88	4	67	4	95	1	17	5	
WSP USA	28	27	14	30	99	24	25	12	25	86	19	16	16	20	71	14	14	14	14	56	0	2	0	0	2	85	3	84	6	56	9	89	4	22	6	
Zev Cohen	26	30	20	25	101	22	25	15	20	82	18	20	15	15	68	20	20	20	20	80	0	2	0	0	2	86	2	97	1	70	3	80	7	13	2	

Rob Hart
Purchasing Coordina Public Works Director

Shawn Finley

Alex Schumann
City Engineer

Mike Stephenson
Engineering

George Lavatelli
Engineering



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

- Qualifications of Firm 30 Points Max
- Project Team 25 Points Max
- Relevant Project Experience 20 Points Max
- Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)
- Certified Minority Business Enterprise 5 Points Max

Summary - Geotechnical																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Bechtol Engineering	27	30	25	82	23	20	20	63	18	16	15	49	20	20	20	60	0	0	0	0	88	2	86	2	80	2	6	1
NADIC Engineering Solutions	27	27	25	79	23	25	25	73	18	12	18	48	14	14	14	42	5	5	5	15	87	3	83	4	87	1	8	3
Universal Engineering	30	28	25	83	25	25	17	67	18	20	15	53	20	20	20	60	0	0	0	0	93	1	93	1	77	4	6	1
WSP USA	27	27	26	80	22	25	22	69	18	16	18	52	14	14	14	42	0	2	0	2	81	4	84	3	80	2	9	4

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Lane Carter
Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Project Management																												
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm = <30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max											
Firm	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank
Baker Tilly	5	25	20	50	5	15	18	38	5	0	12	17	6	6	6	18	0	2	0	2	21	7	48	7	56	7	21	7
Carnahan Proctor & Cross	24	27	23	74	20	25	22	67	18	8	17	43	14	14	14	42	0	2	0	2	76	5	76	5	76	4	14	5
ECT	21	25	25	71	15	20	18	53	10	8	17	35	6	6	6	18	0	2	0	2	52	6	61	6	66	6	18	6
Freese & Nichols	24	28	22	74	20	24	17	61	15	16	18	49	20	20	20	60	0	0	0	0	79	3	88	3	77	3	9	3
Ghyabi Consulting	27	30	20	77	15	24	15	54	10	12	15	37	20	20	20	60	5	5	5	15	77	4	91	1	75	5	10	4
Kimley Horn	24	28	20	72	20	20	22	62	18	12	18	48	20	20	20	60	0	2	0	2	82	2	82	4	80	2	8	2
Zev Cohen & Associates	27	30	28	85	22	24	22	68	14	16	18	48	20	20	20	60	0	0	0	0	83	1	90	2	88	1	4	1

Rob Hart
Purchasing Coordinator

Shawn Finley
Public Works Director

Alex Schumann
City Engineer

Lane Carter
Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (=<30 20pts) (=<70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Roadway Facilities																														
Firm	Qualifications of Firm 25 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max				S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank	total points	rank by points
	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total										
Bentley Group	24	30	28	82	18	15	22	55	12	20	18	50	14	14	14	42	0	0	0	0	68	12	79	8	82	2	22	7	229	9
Burgess & Niple	27	28	25	80	22	25	20	67	20	16	17	53	14	14	14	42	0	0	0	0	83	2	83	6	76	8	16	5	242	5
Carnahan Proctor & Cross	24	27	28	79	20	20	23	63	15	12	17	44	14	14	14	42	0	2	2	4	73	9	75	13	84	1	23	8	232	7
CHA	24	25	25	74	15	25	20	60	10	8	18	36	14	14	14	42	0	2	0	2	63	14	74	14	77	6	34	12	214	13
CPH	26	27	28	81	20	25	20	65	16	20	18	54	14	14	14	42	0	2	0	2	76	7	88	2	80	3	12	1	244	3
DLZ	21	30	22	73	10	0	20	30	5	0	12	17	14	14	14	42	0	5	2	7	50	15	49	16	70	13	44	16	169	16
ECT	12	25	25	62	5	20	18	43	5	12	15	32	20	20	20	60	0	2	0	2	42	16	79	8	78	5	29	11	199	15
England Thime Miller	24	27	20	71	20	25	20	65	15	16	17	48	20	20	20	60	0	0	0	0	79	6	88	2	77	6	14	4	244	3
Freese & Nichols	21	28	25	74	15	20	18	53	10	8	12	30	20	20	20	60	0	0	0	0	66	13	76	11	75	10	34	12	217	11
HDR	27	27	28	82	23	25	20	68	18	16	17	51	14	14	14	42	0	2	0	2	82	3	84	5	79	4	12	1	245	2
Jones Edmunds	27	30	24	81	20	25	18	63	14	16	14	44	14	14	14	42	0	0	0	0	75	8	85	4	70	13	25	9	230	8
Kimley Horn	24	28	20	72	20	20	17	57	16	8	14	38	20	20	20	60	0	2	0	2	80	5	78	10	71	12	27	10	229	9
Pond	27	30	26	83	20	15	20	55	18	16	18	52	6	6	6	18	0	0	0	0	71	10	67	15	70	13	38	15	208	14
Upham	24	30	23	77	20	20	17	57	18	12	16	46	20	20	20	60	0	0	0	0	82	3	82	7	76	8	18	6	240	6
Wright Pierce	24	28	24	76	15	20	18	53	18	12	12	42	14	14	14	42	0	2	0	2	71	10	76	11	68	16	37	14	215	12
Zev Cohen	26	30	18	74	22	25	20	67	16	20	16	52	20	20	20	60	0	0	0	0	84	1	95	1	74	11	13	3	253	1

Rob Hart
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Shawn Finley
Public Works Director

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City Engineer

Lane Carter
Civil Engineer



RFQ Evaluation Summary

Project:Continuing Contracts for Professional, Architectural and Engineering Services

Recommendation(s) of Award Highlighted

RFQ Number: 2023-16

Date & Time: January 19, 2024 - 1:00 PM

The RFP's were scored on the following criteria:

Qualifications of Firm 30 Points Max

Project Team 25 Points Max

Relevant Project Experience 20 Points Max

Location of Firm (≤30 20pts) (≤70 14pts) (>70 6 pts)

Certified Minority Business Enterprise 5 Points Max

Summary - Stormwater																														
	Qualifications of Firm 30 Points Max				Project Team 25 Points Max				Relevant Project Experience 20 Points Max				Location of Firm =<30 20pts =<70 14pts >70 6 pts				Certified Minority Business Enterprise 5 Points Max												total points	rank by points
Firm	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F.	A.S.	L.C.	Total	S.F. Totals	S.F. Rank	A.S. Totals	A.S. Rank	L.C. Totals	L.C. Rank	Total Rank	Rank of Total Rank		
Burgess & Niple	27	25	26	81	22	24	23	69	18	20	17	55	14	14	14	42	0	0	0	0	81	6	86	4	80	8	18	5	247	5
Carnahan Proctor & Cross	24	27	27	78	20	20	22	62	12	8	17	37	14	14	14	42	0	2	2	4	70	21	71	22	82	4	47	19	223	22
CHA	27	25	22	74	20	20	20	60	20	8	18	46	14	14	14	42	0	2	0	2	81	6	69	24	74	16	46	17	224	21
Chen Moore	25	28	27	80	20	20	23	63	16	16	17	49	14	14	14	42	0	0	0	0	75	16	78	18	81	5	40	12	234	13
DLZ	10	30	26	66	10	17	20	47	10	4	10	24	14	14	14	42	0	6	2	7	44	24	70	23	72	21	68	24	186	24
Dredging & Marine Consultants	27	30	24	81	22	20	23	65	16	12	14	42	20	20	20	60	5	5	0	10	90	1	87	3	81	5	9	2	258	1
ECT	27	25	23	75	17	20	10	47	14	12	17	43	20	20	20	60	0	2	0	2	78	13	79	17	70	22	52	22	227	17
England Thime Miller	27	25	22	74	15	20	15	50	15	20	16	51	20	20	20	60	0	0	0	0	77	14	85	7	73	20	41	15	235	11
Freese & Nichols	27	28	22	77	23	20	18	61	16	12	16	44	20	20	20	60	0	0	0	0	86	2	80	15	76	12	29	7	242	7
GAI	27	28	27	82	20	20	21	61	16	8	17	41	14	14	14	42	0	2	0	2	77	14	72	21	79	9	44	16	228	15
Gemini Engineering Services	30	27	27	84	20	20	23	63	18	16	17	49	14	14	14	42	5	5	5	15	85	3	82	11	86	2	16	4	253	3
Geosyntec Consulting Services	27	28	24	79	20	23	21	64	18	20	17	55	14	14	14	42	0	0	0	0	79	12	85	7	76	12	31	9	240	9
HDR	24	27	23	74	20	23	16	59	16	20	15	51	14	14	14	42	0	2	0	2	74	18	86	4	68	24	46	17	228	16
Infrastructure Solutions Services	24	30	24	78	20	23	21	64	14	20	18	52	6	6	6	18	0	0	0	0	64	22	79	17	69	23	62	23	212	23
Jones Edmunds	28	30	27	85	23	20	15	58	16	16	18	50	14	14	14	42	0	0	0	0	81	6	80	15	74	16	37	11	235	11
Kimley Horn	21	28	21	70	18	20	16	54	12	12	17	41	20	20	20	60	0	2	0	2	71	20	82	11	74	16	47	19	227	17
Mc Kim & Creed	24	30	23	77	20	20	15	55	16	12	18	46	20	20	20	60	0	2	0	2	80	10	84	9	76	12	31	9	240	9
Parker Mynchenberg	15	30	27	72	15	23	20	58	10	8	17	35	20	20	20	60	0	0	0	0	60	23	81	14	84	3	40	12	225	20
Pond	27	30	24	81	22	20	15	57	16	15	15	47	20	20	20	60	0	0	0	0	85	3	86	4	74	16	23	6	245	6
Singhoffen & Associates	30	30	26	86	22	25	20	67	16	16	18	50	14	14	14	42	0	3	3	6	82	5	88	2	81	5	12	3	251	4
Upham	24	30	23	77	20	16	18	54	16	16	18	50	20	20	20	60	0	0	0	0	80	10	82	11	79	9	30	8	241	8
Wright Pierce	25	28	27	80	18	15	20	53	17	16	17	50	14	14	14	42	0	2	0	2	74	18	75	20	78	11	49	21	227	17
WSP USA	27	27	24	78	20	25	21	66	14	16	16	46	14	14	14	42	0	2	0	2	75	16	84	9	75	15	40	12	234	13
Zev Cohen	24	30	27	81	21	20	22	63	16	20	18	54	20	20	20	60	0	0	0	0	81	6	90	1	87	1	8	1	258	1

Rob Hart

Purchasing Coordinator

Shawn Finley

Public Works Director

Alex Schumann

City Engineer

Lane Carter

Civil Engineer



City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 7.A

Section:	RESOLUTIONS		
Item Category:	Resolution	Res./Ord. No:	2024-36
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Lien Approval for Demolition, 29 Rockefeller Drive		
Summary:	This is a request for authorization to place a lien in the anticipated amount of \$20,970 against the property at 29 Rockefeller Drive, Volusia County (Parcel ID# 4223-02-02-0140) for the costs associated with demolishing a residential structure. The Volusia County Property Appraiser shows the 4,080 square foot structure was constructed in 1949. The residential structure was impacted by a fire in December 2023 that fully engulfed the structure. The structure on this property was deemed as unsafe and is to be demolished by a contractor hired by the City. Pursuant to Section 8-4 of the Code Ordinances, the City Commission may approve a Resolution imposing a lien against any real property that is or was subject to a violation of the Unsafe Building Abatement regulations of the Code of Ordinances in the amount of costs incurred by the City in abating the violation. The Chief Building Official, City Engineer, and Fire Chief unanimously deemed the residential structure as unsafe per Code of Ordinances Section 8-4. Upon failure by all parties to respond to the Notice of Unsafe Structure, a contractor was hired by City staff to perform the demolition. The city has secured a price for the demolition in the amount of \$20,950, but will not record the lien until the demolition is complete. The recording cost for the lien when recorded is \$20.		
Financial Impact:	The anticipated total cost for the City will be \$20,970 and is proposed to be funded from Fund 001 - General Fund. The purpose of imposing a lien through this resolution is to seek to recover the expenses of the demolition.		

Citizen Impact:	The unsafe structure has a negative impact on surrounding homes and the neighborhood. There is no citizen impact as a result of imposing this lien to recover the actual costs incurred by the City.	
Recommended Action (Staff, Advisory Board and/or Other):	Staff requests approval to place a lien on the property located at 29 Rockefeller in the amount of \$20,970 (\$20 for recording costs and \$20,950 for the demolition).	
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341	
Attachments:	1. 24-36 29 Rockefeller Drive Demo (P24-0031G) 2. 29 Rockefeller Dr - Demolition - Exhibit A 3. Exhibit B 4. 29 Rockefeller Dr - Exhibit C 5. 29 Rockefeller Drive, Volusia County Property Appraiser card 6. Pictures - 29 Rockefeller Drive 7. 29 Rockefeller Drive, Aerial Map	
Approval:	Kelly McGuire, Finance Director 2/23/2024 Claire Whitley, Assistant City Manager 2/26/2024 Joyce Shanahan, City Manager 2/29/2024	

RESOLUTION NO. 2024-36

A RESOLUTION PURSUANT TO SECTION 8-4(8), LIENS, OF THE CITY OF ORMOND BEACH *CODE OF ORDINANCES* AUTHORIZING THE IMPOSITION OF A LIEN AGAINST THE REAL PROPERTY LOCATED AT 29 ROCKEFELLER DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA (PARCEL ID NO. 4223-02-02-0140) UPON COSTS INCURRED BY THE CITY TO DEMOLISH AN UNSAFE STRUCTURE; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, in 2010 the City Commission approved Ordinance 2010-37 (codified at Chapter 8, Article I, Section 8-4, City of Ormond Beach *Code of Ordinances*) concerning unsafe building abatement which ordinance allows the Building Official to take those actions and incur those costs necessary to terminate and/or abate an unsafe structure, including demolition, in the event the property owners fail to do so in a timely fashion after proper notice; and

WHEREAS, Ordinance 2010-37 further allows the Building Official to recommend to the City Commission that all such costs incurred be imposed as a lien against the subject real property; and

WHEREAS, pursuant to Chapter 8, Article I, Section 8-4, Peter Koreniuk, Peter Wasył Koreniuk, Kai Ayden Koreniuk, Isa Imke Marieka Koreniuk, et al, who are the owners of the property (or may have some interest in the property) located at 29 Rockefeller Drive, Ormond Beach, Volusia County, Florida 32176 and legally described as follows: “*Lot 14, Block B, Ellinor Village, Map Book 11, page 192 per OR 4345 page 1883 of the Public Records of Volusia*

County” (Parcel ID #4223-02-02-0140) were properly noticed of the unsafe structure on the property and were given thirty (30) days to make repairs to make the structure safe or demolish. The violation was not timely corrected; and

WHEREAS, pursuant to Section 8-4(8), Liens, the Building Official recommends to the City Commission that the structure be demolished and that the costs incurred be imposed as a lien against the subject real property (Exhibit “A”). Attached hereto as Exhibit “B” and incorporated herein is the City’s proposal from Samsula Waste Inc., and the purchase order indicating the City’s anticipated costs of \$20,950.00 for the demolition of the structure. Attached hereto as “Exhibit C” is the recording cost sheet indicating the City’s anticipated recording costs in the amount of \$20.00; now therefore,

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

SECTION ONE. The above recitals are true and correct and are incorporated herein by reference.

SECTION TWO. The City Commission hereby approves this resolution to record a lien against the property located at 29 Rockefeller Drive, Ormond Beach, Volusia County, Florida 32176 and legally described as follows: “*Lot 14, Block B, Ellinor Village, Map Book 11, page 192 per OR 4345 page 1883 of the Public Records of Volusia County*” (Parcel ID #4223-02-02-0140) in the anticipated amount of **TWENTY THOUSAND NINE HUNDRED SEVENTY DOLLARS AND 00/100 (\$20,970.00)**. Upon demolition of the property, the City

Commission further authorizes the City Manager to execute the lien, attached hereto as Exhibit “A”, and further authorizes the enforcement/collection on the lien by all means allowed by law, including foreclosure of the subject property. The final amount of the lien shall be the actual cost incurred by the City to demolish the unsafe structure, which shall be determined after the demolition is completed.

SECTION THREE. The City Commission further directs the Building Official to provide to the owners of the subject property a copy of this Resolution and the final lien amount after the demolition of the structure is completed, and allow said property owners fifteen (15) days from the date of receipt of the Resolution to pay the costs of the demolition. Upon the owners’ failure to timely pay the costs outlined herein, the Building Official is hereby authorized to direct the City Clerk to record the executed Demolition Lien in the official records of Volusia County, Florida so that it shall thereafter constitute a lien against the subject property.

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

APPROVED AND AUTHENTICATED this 5th day of March, 2024.

BILL PARTINGTON
Mayor

ATTEST:

SUSAN CARROLL DAUDERIS
City Clerk

THIS INSTRUMENT PREPARED BY:

ANN-MARGRET EMERY, ESQUIRE

Florida Bar No. 881546

Post Office Box 277

173 South Beach Street

Ormond Beach, FL 32175-0277

386-676-3217

Location: 29 Rockefeller Dr, Ormond Beach, FL

Parcel ID No.: 4223-02-02-0140

EXHIBIT "A"
TO RESOLUTION
CONSISTING OF 1 PAGE

DEMOLITION LIEN

STATE OF FLORIDA)

)ss

COUNTY OF VOLUSIA)

Before me, the undersigned authority, personally appeared **JOYCE SHANAHAN**, as City Manager, who being duly sworn, says that she is the agent of the Lienor herein, the **CITY OF ORMOND BEACH**, a Florida municipal corporation, whose address is City Hall, 22 South Beach Street, Ormond Beach, Volusia County, Florida 32174, and that pursuant to Section 8-4, *Code of Ordinances*, the City of Ormond Beach has expended funds in the amount of _____ (\$_____) in costs, recording costs, and related expenses to secure and accomplish the demolition and removal of the structure located at the following described realty for which the City of Ormond Beach claims a lien thereto: *"Lot 14, Block B, Ellinor Village, Map Book 11, page 192 per OR 4345 page 1883 of the Public Records of Volusia County."*

THIS LIEN shall be due and payable in full at the time of the sale for consideration of the aforescribed real property.

THIS LIEN shall bear no interest and shall remain a lien, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles, and claims until paid.

DATED this _____ day of _____, 2024.

CITY OF ORMOND BEACH, a Florida
municipal corporation

By: _____
JOYCE SHANAHAN, City Manager
Agent for Lienor

Sworn to and subscribed before me
this _____ day of _____, 2024.

Notary Public State of Florida at-large
Notary Seal



SAMSULA DEMOLITION

Phone: 386-423-6769
Cell: 386-314-2254
Fax: 386-423-1436
Email: mike.samsulademolition@yahoo.com
363 State Road 415
New Smyrna Beach FL, 32168

PROPOSAL CONTRACT AGREEMENT

To: City of Ormond Beach
Attn: Chris
Date: 2/5/24

Phone: 386-676-3350
Email: chris.walter@ormondbeach.org

We hereby submit specifications and estimates to:
PROJECT: 29 Rockefeller Drive Ormond Beach, Fla.

DESCRIPTION OF WORK: Mobilization of Equipment, Supervision, Trucking of Debris to a Licensed Disposal Facility including Tipping Fees, Recycling of Concrete Blocks/ Footers/ Foundations/ Various Slabs, Salvage Rights.

Demolition: Property Use MFR <10 Units

- Demo a Single Story Duplex, Main Buildings/ Screened Porch/ Patio/ Carport (App. 6,160 s.f.)
- Clean-Up Debris on Property.
- Hydro-Seeding Areas Disturbed by Demolition per City of Ormond Beach.
- Remove Concrete Parking in Front of Structure
- Demo Permit (City of Ormond Beach)
- Rough Grading Existing Soils Disturbed by Demolition.
- Mandatory FDEP 10-Day Notification of Demolition.
- Rodent Abatement Certificate per the City of Ormond Beach
- Environmental Survey (To Determine if any Asbestos Containing Materials are Present)

Total: \$20,950.00

PRICE DOES NOT INCLUDE: bond, impact fees, erosion control, silt fencing, tree protection, turbidity barrier, sod, watering of seeded areas is by others, removal of any unsuitable/ hazardous/contaminated materials, removal of any asbestos containing materials, utility relocates, abandonment of any storage or electrical vaults/wells/transformers/grease

traps/gas-fuel-oil-propane-tanks/septic tanks, utility relocates, capping/ plugging/ grouting/sealing of any underground utility lines, removal of any pilings/pile caps/grade beams, open cuts in roadways, imported fill dirt/topsoil, right of way work, offsite work, replacement, electrical work, gopher tortoise relocation and or permitting.

SAMSULA WASTE INC. DBA SAMSULA DEMOLITION WILL BE RESPONSIBLE ONLY FOR WORK STATED ABOVE. All material is guaranteed to be as specified. Upon execution of this proposal, Samsula Waste Inc. dba Samsula Demolition reserves all salvage rights regarding demolition. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation. NOTE: This proposal may be withdrawn by us if not accepted within Thirty (30) Days.

SAMSULA REPRESENTATIVE: _____

PLEASE SIGN BELOW AND RETURN ORIGINAL UPON ACCEPTANCE

UPON EXECUTION OF THIS PROPOSAL, THIS DOCUMENT BECOMES A CONTRACT.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized Samsula Demolition to do the work as specified. Payment will be made regardless of damage claim. If the Contract is canceled after it has been executed, by the customer. The customer shall pay a fee of \$350.00 plus any costs incurred by Samsula Demolition. Contract balance will be due in full upon completion of the scope of work. In the event that amount herein shown is not paid when due, interest at the highest legal rate per annum shall accumulate on total due. All costs of collection shall be paid by the customer including but not limited to reasonable attorney fees.

CUSTOMER'S SIGNATURE: _____

DATE: _____

PROPOSAL GOOD FOR 30 DAYS



Purchase Order

Fiscal Year 2024

Page: 1 of: 1

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City of Ormond Beach
PO Box 277
Ormond Beach, FL 32175-0277

THIS NUMBER MUST APPEAR ON ALL
INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20240358**

Delivery must be made within doors of
specified destination.

V
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SAMSULA WASTE INC
SAMSULA DEMOLITION
363 S STATE RD 415
NEW SMYRNA, FL 32168
Email: OFFICE@SAMSULADEMOLITION.COM
Fax: 386-423-1436

S
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Building Inspections
22 South Beach Street
City Hall Room 104
Ormond Beach, FL 32174

Vendor Phone Number		Vendor Fax Number	Requisition Number	Delivery Reference		
386-423-6769		386-423-1436	2400451			
Date Ordered	Vendor Number	Date Required	Freight Method/Terms	Department/Location		
02/13/2024	2832			INSPECTIONS		
Item#	Description/PartNo		QTY	UOM	Unit Price	Extended Price
	29 Rockefeller Demo The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading					
1	Demo for 29 Rockefeller Drive		1.0	EACH	\$20,950.00	\$20,950.00

VENDOR COPY

Total Ext. Price	\$20,950.00
PO Total	\$20,950.00

TERMS AND CONDITIONS PLEASE READ CAREFULLY

GENERAL CONDITIONS

Acceptance of an order includes all terms, quantities, prices, delivery instructions, specifications and conditions stated in the order. The terms and conditions of an order are not to be changed or modified by any verbal understanding. Any such changes must be made by written agreement. The quantity of materials ordered and the prices specified must not be exceeded without written authority being first obtained from the City. Failure of an awarded Vendor to deliver goods and/or services as specified in the order, or failure to comply with any of the terms and conditions therein, may disqualify Vendor from receiving future orders. In case of default by the Vendor, the City may procure the goods and/or services covered by the order from other sources and hold the Vendor responsible for any additional cost occasioned thereby. Purchases of \$2,500.00 or more require a purchase order number. **Invoices must show the purchase order number.** The City endeavors to make payments within thirty (30) days of receipt of invoice in accordance with the Florida Prompt Payment Act, Florida Statutes, Chapter 218, Part VII.

QUALITY

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

PACKING & DELIVERY

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

COMPLIANCE TO LAWS, GUIDELINES, REGULATIONS, ETC.

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

"EXHIBIT C"

	Number of Items	Rate	Costs

Recording cost to lien	1	\$10.00	First page	\$10.00
			\$8.50 per each additional page	\$0.00
Recording cost to satisfy lien	1	\$10.00	First page	\$10.00
Total Recording Costs				\$20.00

[illegible]



Volusia County Property Appraiser

123 W. Indiana Ave., Rm. 102

DeLand, FL. 32720

Phone: (386) 736-5901 Web: vcpa.vcgov.org

AltKey: 3083806

Parcel ID: 422302020140

KORENIUK PETER

29 ROCKEFELLER DR, ORMOND BEACH, FL

Parcel Summary

Alternate Key:	3083806
Parcel ID:	422302020140
Township-Range-Section:	14 - 32 - 23
Subdivision-Block-Lot:	02 - 02 - 0140
Owner(s):	KORENIUK PETER - TIC - Tenancy in Common - 50% KORENIUK PETER WASYL - TIC - Tenancy in Common - 25% KORENIUK KAI AYDEN - TIC - Tenancy in Common - 12.5% KORENIUK ISA IMKE MARIEKA - TIC - Tenancy in Common - 12.5%
Mailing Address On File:	29 ROCKEFELLER DR ORMOND BEACH FL 32176
Physical Address:	29 ROCKEFELLER DR, ORMOND BEACH 32176
Property Use:	0800 - MFR <10 UNITS
Tax District:	201-ORMOND BEACH
2023 Final Millage Rate:	16.329
Neighborhood:	2378
Subdivision Name:	
Homestead Property:	No

Working Tax Roll Values by Taxing Authority

	Tax Authority	Just Value	Assessed	Ex/10cap	Taxable	Millage	Estimated
0017	CAPITAL IMPROVEMENT	\$99,715	\$99,715	\$0	\$99,715	1.5000	\$149.57
0012	DISCRETIONARY	\$99,715	\$99,715	\$0	\$99,715	0.7480	\$74.59
0011	REQ LOCAL EFFORT	\$99,715	\$99,715	\$0	\$99,715	3.1610	\$315.20
0050	GENERAL FUND	\$99,715	\$99,715	\$0	\$99,715	3.3958	\$338.61
0055	LIBRARY	\$99,715	\$99,715	\$0	\$99,715	0.4209	\$41.97
0520	MOSQUITO CONTROL	\$99,715	\$99,715	\$0	\$99,715	0.1781	\$17.76
0530	PONCE INLET PORT AUTHORITY	\$99,715	\$99,715	\$0	\$99,715	0.0692	\$6.90
0053	PUBLIC SAFETY FUND	\$99,715	\$99,715	\$0	\$99,715	1.4541	\$145.00
0058	VOLUSIA ECHO	\$99,715	\$99,715	\$0	\$99,715	0.2000	\$19.94
0057	VOLUSIA FOREVER	\$99,715	\$99,715	\$0	\$99,715	0.2000	\$19.94
0065	FLORIDA INLAND NAVIGATION DISTRICT	\$99,715	\$99,715	\$0	\$99,715	0.0288	\$2.87
0100	HALIFAX HOSPITAL AUTHORITY	\$99,715	\$99,715	\$0	\$99,715	0.7878	\$78.56
0060	ST JOHN'S WATER MANAGEMENT DISTRICT	\$99,715	\$99,715	\$0	\$99,715	0.1793	\$17.88
0180	ORMOND BEACH	\$99,715	\$99,715	\$0	\$99,715	3.9260	\$391.48
0182	ORMOND BEACH I&S 2003	\$99,715	\$99,715	\$0	\$99,715	0.0000	\$0.00
0184	ORMOND BEACH I&S 2010	\$99,715	\$99,715	\$0	\$99,715	0.0800	\$7.98
						16.3290	\$1,628.25

Non-Ad Valorem Assessments

Project	Units	Rate	Total
			\$0.00

Estimated Ad Valorem Tax: \$1,628.25
Estimated Non-Ad Valorem Tax: \$0.00

Estimated Taxes: \$1,628.25
Estimated Tax Amount without SOH: \$1,628.25

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140
29 ROCKEFELLER DR, ORMOND BEACH, FL

Previous Years Certified Tax Roll Values

Year	Land Value	Impr Value	Just Value	Non-Sch Assd	Exemptions	Taxable	HX Savings
2023	\$74,000	\$350,559	\$424,559	\$171,517	\$50,000	\$121,517	\$253,042
2022	\$63,350	\$318,724	\$382,074	\$166,521	\$50,000	\$116,521	\$215,553
2021	\$35,000	\$260,680	\$295,680	\$161,671	\$50,000	\$111,671	\$134,009
2020	\$40,000	\$238,559	\$278,559	\$159,439	\$50,000	\$109,439	\$119,120
2019	\$43,000	\$229,183	\$272,183	\$155,854	\$50,000	\$105,854	\$116,329
2018	\$31,500	\$229,033	\$260,533	\$152,948	\$50,000	\$102,948	\$107,585
2017	\$31,500	\$186,216	\$217,716	\$149,802	\$50,000	\$99,802	\$67,914
2016	\$32,000	\$174,269	\$206,269	\$146,721	\$50,000	\$96,721	\$59,548
2015	\$30,000	\$158,851	\$188,851	\$145,701	\$50,000	\$95,701	\$43,150

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140
29 ROCKEFELLER DR, ORMOND BEACH, FL

Land Data

#	Land Use	Type	Units	Acres	Sq Feet	FF	Depth	Rate	Just Value
1	0803-IMP MUTI L/S5TRIPLEX	U-UNIT	1					63350	\$63,350

Total Land Value: \$63,350

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140
29 ROCKEFELLER DR, ORMOND BEACH, FL

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description and/or recorded and indexed with the Clerk of the Court. Follow this link to search all documents by owner's name.

Book/Page	Inst #	Sale Date	Deed Type	Q/U	V/I	Sale Price
8469 / 4438	2023205566	02/22/2023	OR-ORDER	UNQUALIFIED	Improved	\$100
8387 / 4729	2023065363	02/22/2023	DC-DEATH CERTIFICATE	UNQUALIFIED	Improved	\$100
4913 / 2908	2002187222	08/15/2002	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$10
4833 / 0540	2002055839	03/15/2002	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$10
4345 / 1883	1998169486	09/15/1998	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$10
4043 / 2871	1995151072	08/15/1995	QC-QUIT CLAIM DEED	UNQUALIFIED	Improved	\$100
2036 / 0637		12/15/1978	WD-WARRANTY DEED	UNQUALIFIED	Improved	\$38,000

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140

29 ROCKEFELLER DR, ORMOND BEACH, FL

Recent Neighborhood Sales

Alt Key	Address	City	Property Class	NBHD	Sale Date	Sale Price
3085060	35 FLUHART DR	ORMOND BEACH	0100-SINGLE FAMILY	2378	10/02/2023	\$228,500

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140
29 ROCKEFELLER DR, ORMOND BEACH, FL

Property Description

NOTE: This property description may be a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Volusia County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property descriptions found on this site.

23-14-32 LOT 14 BLK B ELLINOR VILLAGE MB 11 PG 192 PER OR 4913 PG 2908 PER
OR 8387 PGS 4727-4729 PER OR 8469 PG 4438

AltKey: 3083806
KORENIUK PETER

Parcel ID: 422302020140
29 ROCKEFELLER DR, ORMOND BEACH, FL

Permit List

Permit Date	Permit #	Description	Contractor	Amount
05/01/1982	1868	FAMILY ROOM ADD WPR 4/84	MR PERMIT	\$15,000
01/01/1982	2306	ADD TO DUPLEX WPR 4/84	MR PERMIT	\$33,000





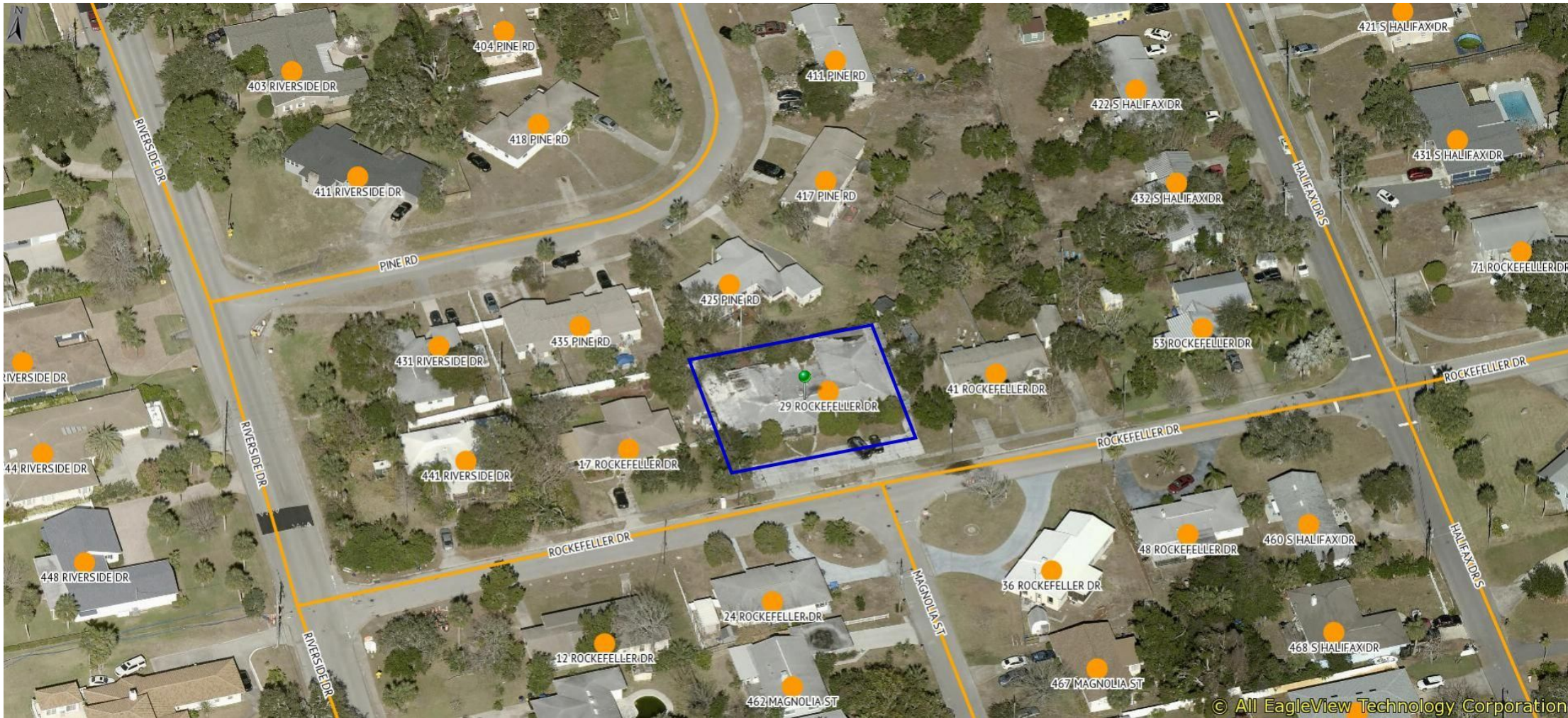
Galaxy S20 FE 5G







29 Rockefeller Drive





City of Ormond Beach

AGENDA ITEM

March 5, 2024 - City Commission

Number: 8.A

Section:	DISCUSSION AND DIRECTION ITEMS		
Item Category:	Discussion Item	Res./Ord. No:	
Strategic Goal:	Transportation & Community Development - Other		
Department:	Planning & Building		
Subject:	Renaming of the MacDonald House to the Stout-MacDonald House		
Summary:	In 2016, the City Commission commissioned Bender & Associates Architects, P.A. to develop a historic structures report to consider the historical significance of the MacDonald House and its relevance within the context of the City's historic resources. One of the recommendations of the report, as recorded in the attached February 21, 2017, City Commission MacDonald House Historic Structure Report Workshop Minutes, was to re-name the MacDonald House to the Stout-MacDonald House. Research conducted for the historic overview section of the accepted historic structures report revealed that the building was originally built for Margaret Stout in 1903, and remained in ownership by Ms. Stout or her family through 1941. The building has been called the MacDonald House after its owners from 1941 to 1964 because the original owner was not known. It is standard preservation practice for historic buildings to be named after their original owners, when this information is known. Timeline of the discussion of this topic is as follows: • April 5, 2017 - The City Commission discussed the possibility and procedure of changing the name of the historic property (Attachment 1). Subsequently, staff prepared a memo to the Historic Landmark Preservation Board (HLPB) recommending they recommend to the City Commission approval of the renaming of the subject property from MacDonald House to Stout-MacDonald House. • May 15, 2017 - The HLPB unanimously recommended to the City Commission that the MacDonald House be renamed to the Stout-MacDonald House (Attachment 2).		

	• June 6, 2017- Following the HLPB recommendation, the City Commission discussed the renaming of the MacDonald House. There was no formal vote at that meeting (Attachment 3). • March 15, 2021 - The HLPB discussed the renaming again (Attachment 5). It was voted in favor (8-1) to recommend again to the City Commission to rename the MacDonald House to Stout-MacDonald House. • November 20, 2023 - The HLPB inquired about the status of the renaming. It was advised Ms. Heddy was to reach out to the Mayor to discuss further (Attachment 5).
Financial Impact:	There is no financial impact of the discussion item. If there is direction to pursue a renaming of the MacDonald House to Stout-MacDonald House, site signage would need to be changed.
Citizen Impact:	A community benefits economically from increased property values and tax revenues when historic buildings are protected and made the focal point of revitalization and when the community is attractive to visitors seeking heritage tourism opportunities. Staff does not anticipate any negative citizen impacts.
Recommended Action (Staff, Advisory Board and/or Other):	Bender & Associates Architects, P.A. recommended the re-naming of the MacDonald House to the Stout-MacDonald House (Attachment 6). This item is presented as a discussion item based on discussion at the HLPB. If the City Commission accepts the HLPB's recommendation to re-name the property, the next step will be to amend the Land Development Code which will require Planning Board review followed by approval by the City Commission, a total of 3 public hearings.
Staff Contact:	Steven Spraker, Planning Director, (386) 676-3341
Attachments:	1. Attachment 1 - 04.05.17 CC Minutes 2. Attachment 2 - 05.15.17 HLPB Minutes 3. Attachment 3 - 06.06.17 CC Minutes 4. Attachment 4 - 03.15.21 HLPB Minutes 5. Attachment 5 - 11.20.23 HLPB Minutes-Unsigned 6. Attachment 6 - Excerpts of the Bender Report
Approval:	Kelly McGuire, Finance Director 2/19/2024 Claire Whitley, Assistant City Manager 2/21/2024 Joyce Shanahan, City Manager 2/29/2024

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

April 5, 2017**7:00 p.m.****Commission Chambers**

Present were: Mayor Bill Partington, Commissioners Dwight Selby, Troy Kent, Rick Boehm, and Rob Littleton, City Manager Joyce Shanahan, Assistant City Manager and Public Works Director Ted MacLeod, City Attorney Randy Hayes, and City Clerk Scott McKee.

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 – March 20, 2017

6. 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. 2017-71** : A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND JOSE A. LOPEZ AND CARMEN HUICI LOPEZ FOR PROPERTY LOCATED AT 32 SAND DOLLAR DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

- B. **RESOLUTION NO. 2017-72** : A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND ALBERT LAMAR QUIROS AND BETTY GALE SPIRES FOR PROPERTY LOCATED AT 111 CAPRI DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

- C. **RESOLUTION NO. 2017-73** : A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND STEPHEN J. SICILIANO AND DEBORAH A. SICILIANO FOR PROPERTY LOCATED AT 134 CAPRI DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

- D. **RESOLUTION NO. 2017-74** : A RESOLUTION AUTHORIZING THE EXECUTION OF A WATER, SEWER AND ANNEXATION AGREEMENT BETWEEN THE CITY OF ORMOND BEACH AND DARYL HARRIS FOR PROPERTY LOCATED AT 2903 JOHN ANDERSON DRIVE, ORMOND BEACH, VOLUSIA COUNTY, FLORIDA; PROVIDING FOR RECORDATION; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

- E. **RESOLUTION NO. 2017-75** : A RESOLUTION AUTHORIZING THE ACCEPTANCE OF AN NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT DEED FROM CP AND SP RESIDENTIAL LAND, LLC, REGARDING THE "CHELSEA PLACE, PHASE III" PLAT; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

- F. **Lift Stations 10M and 12M Improvements - Bid Number 2017-20**

Staff Contact: Dave Ponitz, Utilities Manager (386-676-3305)

Disposition: Approve as recommended in the City Manager memorandum dated April 5, 2017.

- G. **100% Submittal MacDonald House Historic Structures Report**

Staff Contact: Ric Goss, Planning Director (386-676-3238)

Disposition: Approve as recommended in the City Manager memorandum dated April 5, 2017.

- H. **Volusia League of Cities 2017 Distinguished Service Awards**

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

Disposition: Approve as recommended in the City Manager memorandum dated April 5, 2017.

7. PUBLIC HEARINGS

- A. **ORDINANCE NO. 2017-10** : AN ORDINANCE AMENDING PARAGRAPH C, OFFICIAL ZONING MAP, OF SECTION 2-01, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF ARTICLE I, ESTABLISHMENT OF ZONING DISTRICTS AND OFFICIAL ZONING MAP, OF CHAPTER 2, DISTRICT AND GENERAL REGULATIONS, OF THE CITY OF ORMOND BEACH LAND DEVELOPMENT OFFICIAL ZONING MAP TO REZONE CERTAIN REAL PROPERTY TOTALING 1.75± ACRES LOCATED AT 1268 WEST GRANADA BOULEVARD FROM VOLUSIA COUNTY URBAN SINGLE-FAMILY RESIDENTIAL (R-4) TO ORMOND BEACH SUBURBAN BOULEVARD (B-10), AUTHORIZING REVISION OF OFFICIAL ZONING MAP; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; AND SETTING FORTH AN EFFECTIVE DATE.

Staff Contact: Ric Goss, Planning Director (386-676-3238)

8. SECOND READING OF ORDINANCES

- A. **ORDINANCE NO. 2017-09** : AN ORDINANCE AMENDING CHAPTER 12, BUSINESS REGULATIONS, ARTICLE 9, SOLICITORS, SECTION 12-255, UNLAWFUL SOLICITATION AND PANHANDLING, OF THE CITY'S CODE OF ORDINANCES, BY DELETING REFERENCES TO AGGRESSIVE PANHANDLING AND REMOVING CERTAIN TIME FRAMES AND LOCATIONS WHICH PROHIBIT PANHANDLING; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING SEVERABILITY; AND SETTING FORTH AN EFFECTIVE DATE. **(SECOND READING)**

Staff Contact: Ann-Margret Emery, Deputy City Attorney (386-676-3218)

9. DISCUSSION ITEMS

- A. **Request for Rescission or Reduction of a Special Magistrate Lien - 144 S. Ridgewood Ave.**

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

10. REPORTS, SUGGESTIONS, REQUESTS

11. ADJOURNMENT

Item #1 – Meeting Call to Order

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

Item #2 – Invocation

Gary Giovanni, Riverbend Community Church, gave the invocation.

Item #3 – Pledge of Allegiance

Mayor Partington led the Pledge of Allegiance

Introduction of new police officers

Mayor Partington asked Police Chief Jesse Godfrey to introduce two new police officers; whereby, Police Chief Jesse Godfrey asked Officer Carlos Ortiz and Officer Kimberly Peluso to approach the podium and then introduced them.

Chief Godfrey stated that Officer Ortiz was originally from Puerto Rico, that he had moved to Port Orange in 1992, and that he was now an Ormond Beach resident. He stated that Officer Ortiz graduated from Spruce Creek High School and served in the United States Army's 82nd Airborne Division as an infantry mortar man. He noted that Officer Ortiz was married with two children, aged 18 years and 13 years old. He stated that Officer Ortiz graduated from Daytona State College's School of Emergency Services. He noted that Officer Ortiz enjoyed sports with his children, coaching football and softball, and fishing in his off time.

Chief Godfrey stated that Officer Peluso was born in Jacksonville, Florida, but grew up in Maine, where her father was in the United States Navy. He stated that she moved back to Florida in 2009 and graduated from Bartram Trail High School before attending St. John's River State College, where she earned an associates' degree in criminal justice and a certificate in homeland security. He explained that, while working full-time, Officer Peluso attended the University of Florida and earned her bachelors' degree in criminology in 2015. He noted that Officer Peluso began the police academy in January 2016, which she subsequently graduated. He stated that when Officer Peluso was not at work she was usually with her friends or family, especially with her one-month old nephew. He noted that Officer Peluso's all-time favorite hobby was fishing.

Mayor Partington thanked Chief Godfrey for introducing the officers. He welcomed them both and congratulated them on choosing such a noble and dignified career. He stated that he was proud to welcome them into the city. He noted that he thought that they would love working for a great department and a great chief.

Item #4 – Audience Remarks

Mayor Partington noted that there were no members of the public that had requested to speak on items that were not on the printed agenda.

Item #5A – Approval of Minutes

Mayor Partington advised that the minutes of the March 20, 2017, regular meeting had been sent to the Commission for review and were posted on the city's website for public viewing. He asked for any corrections, additions, or omissions. He stated that hearing no corrections, the minutes would stand approved as presented.

Item #6 – Consent Agenda

Mayor Partington advised that 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 Boehm requested that item 6G be pulled from the Consent Agenda.

Commissioner Kent moved, seconded by Commissioner Littleton, for approval of the Consent Agenda, absent items 6G.

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

Item #6G – 100% Submittal MacDonald House Historic Structures Report

Mayor Partington noted that he had a few requests to speak from audience members.

Mr. Jerry Valcik, 236 Ormwood Drive, noted that this was the first time that those in the community had the opportunity to speak directly on any aspect of the MacDonald House to the City Commission. He stated that he supported the Bender and Associates' report, and its recommendations, for the MacDonald House, which he described as a treasure. He stated that he supported keeping the house in place, rehabilitating it at the very least, and exploring very significant potential grant funding to minimize the local cost, if the house remained in place. He stated that, in response to Commissioner Kent's question, he provided an explanation of the importance of the house in his article entitled, "*A Perspective on the MacDonald House*," which he sent to each member of the Commission several days prior. He stated that the MacDonald House served as the Ormond Beach Welcome Center. He explained that one of the Ormond Beach Historical Society's ("OBHS") board members said "*we not only explain history to visitors, but also direct them to local restaurants and businesses to keep their out-of-town dollars in Ormond Beach.*" He noted that this had a positive economic impact.

Mr. Valcik stated that the MacDonald House was the nerve center for the OBHS, whose purpose was to preserve and share the history of the Ormond Beach community, including the Birthplace of Speed. He noted that over 3,500 people yearly took advantage of the OBHS' programs, activities, and events, and explored its mini-museum, which the OBHS wished to expand. He stated that the OBHS also oversaw the use of the 100-year old Anderson Price Building, which was used by many for many various reasons, including weddings. He noted that space was also provided for the city's tennis center, which was visited by more than 100 to 125 players each day. He stated that the resulting economic benefits trickled down from the 75 percent of visitors to the state who participated in historic and cultural activities. He noted that he expected the Commission to know that an article he wrote was published in an abbreviated form the prior Saturday in the Community Voices section of the Daytona Beach News-Journal, under the title, "*Save Ormond's Historic Treasure.*"

Mr. Valcik stated that, in those articles, he also complemented the city's engagement of the very impressive Bender and Associates, and the team that they assembled to address the MacDonald House issue. He noted that he also pointed to the National Historic Preservation Act, which was a great driver for the success of Bender and Associates and similar consultants throughout the country. He stated that it was gratifying to see that the city had a Quality of Life Advisory Board. He noted that he also complimented Mr. Bill Jones and the Lohman Family for kicking off the OBHS's \$100,000 fundraising effort, of which \$70,000 had been raised so far.

Mr. Jeff Bass, 5 Leisure Wood Way, stated that most people knew about the MacDonald House because Mr. Billy MacDonald, the owner of Billy's Tap Room, purchased the home in the late 1930s and lived there in the 1940s. He noted that it was actually the Stout House before it was the MacDonald House, as Ms. Stout built that home in 1903. He explained that he mentioned that because of the additional history represented, but also because the home served as a boarding house for many of the workers and staff that supported and worked on the Ormond Hotel. He noted that while the Ormond Hotel was gone, they could still remember it through the boarding home that was located across the street. He urged the Commission to leave the building in place. He explained that it would maximize and optimize the opportunity for grant funding, as well as donations. He noted that donations were already being received. He explained that leaving it in place would be the most cost effective long-term option.

Mr. Bass stated that he served as the current President of the Ormond Beach Historical Society. He explained that the OBHS believed that relocating the building would be like relocating the problem down the street. He noted that there would still be renovation or restoration costs, if the building was relocated, but also additional relocation costs. He

stated that the OBHS was eager and ready to partner with the city. He stated that they wanted to continue their efforts to raise funds for the preservation of the building, and to work with the city to come up with a mutually beneficial arrangement that would allow the OBHS to continue their current relationship of operating the welcome center, and to create a new permanent museum for Ormond Beach. He noted that they wanted to do all of that in the most cost effective way.

Ms. Elysha Petschauer, Executive Director of the Ormond Beach Historical Society, noted that she would not repeat what had already been mentioned. She asked that the Commission accept the Bender and Associates proposal. She stated that it was a wonderful document whereby Bender and Associates spent a lot of time researching the property, and she commended them on doing so. She stated that the OBHS wanted to work in partnership with the City Commission to create an amazing jewel to be a part of the cultural corridor of Ormond Beach. She noted that she looked forward to continuing that relationship.

Mr. James Geis, 1 John Anderson Drive, stated that he lived in the Heritage Condominiums. He explained that 60 years prior he chased his girlfriend to Florida when her father retired and the family moved to Fort Lauderdale. He noted that he attended the University of Miami and had since spent many years in Florida with his wife, whom he married in Fort Lauderdale. He stated that they lived in Fort Lauderdale, Miami, Boca Raton, and Vero Beach. He noted that he had only lived in Ormond Beach for a little over three months. He opined that there were very few charming towns in Florida. He explained that he was speaking of the kind of town where one would want to go to and have a meal at an outdoor café, and the kind of town that was well preserved, quaint, and special.

Mr. Geis stated that the Commission had the opportunity to move Ormond Beach a step in that direction. He noted that he thought that the MacDonald House was a gem. He stated that he and his wife had a unique perspective as newcomers. He explained that they were delighted to find the MacDonald House across the street from them and could visit and learn from it. He noted that they come home with all kinds of pamphlets. He strongly encouraged the Commission to preserve the house in its current location and move Ormond Beach one more step towards being a special town.

Mayor Partington welcomed Mr. Geis and his wife to Ormond Beach. He noted that he was glad that they were settled in.

Ms. Dorian Burt, 203 Pine Cone Trail, stated that she was there on behalf of Mr. Bill Jones, who could not attend that evening. She noted that Mr. Jones wanted her to share his strong sentiments with the Commission. She explained that Mr. Jones had stated that the future was rooted in the past and requested that they restore and save the MacDonald House.

Mr. Douglas Rand, 2208 Oak Hill Drive, stated that he and his wife owned Billy's Taproom and Grill. He noted that they were very concerned about the MacDonald House's future. He stated that they would like it maintained as it was and improved with the help of the city and grant funds. He noted that he believed it should remain on its same foundation. He stated that they wanted to see the historic value of the entire neighborhood held in place. He noted that they were determined to do all they could to help in any way needed. He thanked Bender and Associates, stating that the report was one of the best studies he had ever seen performed on a historical building. He noted that it really outlined how it should be handled and what the highest and best use for the building was. He stated he felt that keeping it as is was the best use and would help the Ormond Beach area. He noted that the MacDonald House helped bring business to the area. He thanked the previous speakers for all of their comments.

Mayor Partington thanked Mr. Rand and his wife for what they had done for Billy's Taproom and Grill.

Commissioner Kent moved, seconded by Commissioner Boehm, for approval of Consent Agenda item 6G, disposition item to accept the 100% submittal of the MacDonald House Historic Structures Report.

Commissioner Boehm noted that throughout Mr. Bender's report, as well as the city's agenda packet memorandum, the building was referred to as the Stout-MacDonald House. He stated that he did not know whether there needed to be a separate motion or discussion in order to officially change the name.

Ms. Joyce Shanahan, City Manager, stated that this would need to be done through a separate item.

Commissioner Boehm noted that he believed that there was a consensus from the OBHS that the name change was acceptable. He stated that Mr. Bender did an admirable job with his report. He explained that what the Commission was being asked to do tonight was to accept the report. He noted that he fully supported the idea.

Commissioner Selby stated that he would like the name of the house changed in the report. He explained that in 20 years, when people looked back on this event in the historical record, they would see that the name of the house was currently the MacDonald House. He noted that they may choose to change the name at a future time, but he would like that minor editing to be done.

Ms. Shanahan explained that staff had already instructed Mr. Bender to make that correction. She noted that in the final collated copy it would read "MacDonald House."

Commissioner Selby noted that he had another comment, which he had discussed with Ms. Shanahan. He stated that the Commission was previously presented with a 90% submittal and now received the 100% submittal. He noted that there were some changes between the two but explained that the report was over 500 pages and; thus, it was difficult to determine what changes occurred between the two copies absent a struck-through, or highlighted, version being presented to them. He requested that in the future the Commission receive a version with the changes made indicated, so that they could quickly scan the differences.

Commissioner Kent apologized for his voice, noting that he was a little under the weather. He noted that he and Mayor Partington had a neat perspective on the issue as the MacDonald House had been there their whole lives and they had grown up seeing it. He stated that it was interesting that it was also all that his son knew. He explained that he looked forward to his son's son one day knowing about the MacDonald House as well. He noted that he was in agreement with accepting the report.

Mayor Partington thanked Mr. Bender for his detailed report. He noted that it was very impressive. He stated that he and Commissioner Kent did grow up with the MacDonald House and that it was a part of their history and heritage. He stated that they were lucky to have it. He noted that some things that were around when they were growing up were no longer there, including the Ormond Hotel, which had been too big to save as the cost would have been astronomical to bring it up to code. He noted that the MacDonald House was not too big to save and was a project that was doable. He stated that he looked forward to the city working with the OBHS. He noted that the most likely way to adequately address what would happen there was through the budget process, which was coming up in the next couple of months. He stated that he believed they could begin the process of working together to look at what the most appropriate thing to do and use the report as a guide.

Mayor Partington stated that he believed that changing the name to Stout-MacDonald probably needed to be done officially. He noted that he did not know whether that decision needed to go before any of the city's advisory boards. He stated that he would be happy to see that happen if it did. He explained that he took the titling of the home as such in the report as a very strong recommendation. He stated that he was in favor of accepting the report and moving forward from there.

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

Item #7 – Public Hearings

Mayor Partington opened the public hearings.

Item #7A – 1268 W Granada Blvd Rezoning

City Clerk Scott McKee read by title only:

M I N U T E S

ORMOND BEACH HISTORIC LANDMARK PRESERVATION BOARD**Regular Meeting****May 15, 2017**

4:00 PM

Ormond Beach City Hall

Training Room

22 South Beach Street

Ormond Beach, Florida

I. CALL TO ORDER

Dr. Philip Shapiro called the meeting to order at 4:00 p.m. Dr. Shapiro stated that last January, Mr. Robert Akam joined this Board as a liaison from The Casements. Mr. Akam was a 31 year veteran of the United States Army, served in the Green Berets, saw service in Europe and had two combat tours in Vietnam. He was a highly decorated veteran, who retired with the rank of Colonel. Dr. Shapiro noted that when this Board last met on January 23rd, that was Mr. Akam's final roll call with our Board. Last week, on May 9th, Mr. Akam passed away at Halifax Health Medical Center. Let us all please observe a moment of silence in his memory.

II. ROLL CALLMembers Present

Gordon Currie
 Suzanne Heddy
 Shannon Julien
 Ellen Needham
 Robert Selover
 Robert Walsh
 Dr. Philip Shapiro

Staff Present

Ann-Margaret Emery, Assistant City Attorney
 Laureen Kornel, AICP, Senior Planner
 Melanie Nagel, Recording Technician

Dr. Shapiro welcomed Mr. Currie as a new member of the Board, and asked him if he was familiar with Sunshine Law and how it operates. Mr. Currie stated that he was a former mayor and commissioner in Holly Hill, and has served on other boards in the City of Ormond Beach, and he is very familiar with the Sunshine Laws.

III. APPROVAL OF MINUTES**A. January 9, 2017**

Ms. Heddy moved to approve the minutes. Ms. Julien seconded the motion. Vote was called and the motion unanimously approved.

B. January 23, 2017

Dr. Shapiro noted that in the minutes the "T" in The Casements should be capitalized.

Mr. Selover stated that given the plans and the recommendation by the City, and the fact that the applicant is trying to keep the architectural style of the home, he would like to approve COA 17-050. Ms. Heddy seconded the motion. Dr. Shapiro called for any further discussion or objections or abstentions. Hearing none, COA 17-050 was approved unanimously as submitted.

Dr. Shapiro closed the Public Hearing on COA 17-050.

VI. DISCUSSION ITEMS

Name Change of the MacDonald House, 38 East Granada Boulevard.

Dr. Shapiro opened the discussion on the name change for the MacDonald House to the Stout-MacDonald House. Dr. Shapiro stated that in the memorandum that the Board received about the name change, in the Discussion section, the last sentence states that “it is standard preservation practice for historic buildings to be named after the original owners, when this information is known.” The Board has come to learn from Bender & Associates, that it is appropriate to recommend that the name be changed to the Stout-MacDonald House.

Ms. Kornel stated that the study by Bender & Associates has been completed and accepted by City Commission. At the last Commission meeting, when they discussed accepting the report, the topic of the name came up. The name change was one of the recommendations within the report from Bender & Associates, that the building be renamed from the MacDonald House to the Stout-MacDonald House because Margaret Stout was the first owner of the property. If this Board is in agreement, it should make a recommendation to the City Commission that the name of the house be changed, and then Staff would proceed with making an amendment to the Land Development Code, which would mean four public hearings – one more before this Board, one meeting of the Planning Board, and two meetings before the City Commission.

Dr. Shapiro stated that in the packet for the name change, there are two pages that explain the process and how it has to go before the advisory boards. Today this board needs to make a recommendation if we should proceed with the public hearings. In Dr. Shapiro’s opinion, the Land Development Code should be amended, if a project of this magnitude is being undertaken. Dr. Shapiro considers this to be the development of a museum corridor, with the art museum on the east side, the cupola and The Casements on the west side, and hopefully the city’s historical museum in the center, then it would make sense for the time, effort and expense to make this all part of a destination in our community.

Mr. Walsh concurs with staff’s recommendation. When the Board listened to Bender & Associates report, it was always referred to as the Stout-MacDonald House. Mr. Walsh didn’t know about Mrs. Stout until it was brought forth in the report. If it is standard preservation process, Mr. Walsh doesn’t see a need to deviate from that.

Dr. Shapiro stated that history evolves – the more one does research, the more they learn. Being involved with the Three Chimneys, the more they researched, the more they learned. So it was with the MacDonald House. Everyone spoke of the date 1895, and

that was when it all began, but that was false. Dr. Shapiro believes they should proceed, but wasn't sure if they should make a motion, or just have consensus.

Attorney Ann-Margaret Emery stated that there should be a motion, since the Board would want to give direction to City Commission. Dr. Shapiro asked if it would then come back to this board for a public hearing. Ms. Kornel stated that it would, and she would strengthen it by making a motion that the Board is in favor of the consultant's recommendation, in accordance with the accepted MacDonald House Historic Structure Report by Bender & Associates.

Ms. Heddy made a motion to re-name the MacDonald House to the Stout-MacDonald House in accordance with the accepted MacDonald House Historic Structure Report completed by Bender & Associates. Ms. Needham seconded the motion. Dr. Shapiro called for any further discussion or objections or abstentions.

Mr. Selover asked what the time frame would be to go through all of the future hearings. Ms. Kornel stated six months. Mr. Selover stated that there are some maintenance items that need to be taken care of at the facility. Can those items be taken care of while this whole re-naming process is taking place? Ms. Kornel stated that the maintenance repairs are completely separate from the renaming, and will have no impact whatsoever on the timing of any renovation work to be completed.

Dr. Shapiro stated that the funding for improvements to the house will be part of the annual CIP, and at this point it is not known when the maintenance work would take place. Ms. Kornel stated that she believes the intent was to move the Bender & Associates report through the process quickly, so that the City Commission can allocate the \$25,000 in this year's CIP.

Mr. Currie stated that he didn't know if anyone in this group had attended the City Commission meetings back in the early '90's, but a presentation was made on the MacDonald House back then by the Fire Chief, Ron Jacobs, and the Chief Building Official, Glen Sweeney, and they put on a slide presentation at the City Hall, showing the MacDonald House, and stated that it was in such a deplorable condition, their recommendation to the Commission was that it should be demolished. About 1996 the City took it over, and countless dollars have gone into it since then. The archives would show that this was the recommendation.

Dr. Shapiro stated that this Board has voted at least four times in the twelve years he has been on the Board, that the MacDonald House has to stay in good repair, be open to the public, and put to usage for the public benefit. Anything worthwhile is worth the effort. As it turned out in the Bender report, the house isn't in as bad a condition as was originally thought. Anything as important as this house, is worth the effort. Several public hearings is a lot, but this isn't something trivial. It is part of our historical and cultural identity. Dr. Shapiro very much believes to keep it where it is, and use the facility properly.

Ms. Julien, stated that on the memo about the name change, it states that there is no budget impact at this time. There is a cost for the public hearings and changing the sign, and any other written materials to go along with this. Ms. Julien wondered if Ms. Kornel

has thought any of that through yet. Ms. Kornel stated not at this time. Ms. Kornel has considered there may be some cost associated with a sign in the future, but has been given no direction that there needs to be a sign change at this time. As far as the Land Development Code, that is all administrative and is standard operating procedure. If Ms. Kornel hears anything about a sign, she will probably have to get an estimate, and that will be included as far as the budget impact goes.

Mr. Currie asked what the thinking of the Board is regarding the recommendation from Commissioner Selby to consider moving the MacDonald House. Dr. Shapiro stated that there has been from each Commissioner evolving statements. Nobody has been static. Basically, it has evolved toward the house staying in place for two reasons; 1) it has a basement that no one knew about, and 2) if it is decided to move the structure, the eligibility for state grants will probably disappear. What it came down to when it was time for a vote, Commissioner Selby stated that he was going to abstain due to conflict of interest, although he did vote yes for the \$25,000 for the immediate emergency repairs. Dr. Shapiro continued that demolition by neglect, not to let any historic property become dilapidated or dangerous, that was the vote and the reason to spend the money to secure the building. Ironically, in 2011, this Board made the point clear that the demolition by neglect issue is front and center on that building. But it wasn't until the other month that it finally got onto the dais.

Following discussion, the motion to recommend to City Commission the re-naming of the MacDonald House to the Stout-MacDonald House in accordance with the accepted MacDonald House Historic Structure Study completed by Bender & Associates was approved unanimously.

VII. MEMBER COMMENTS

Dr. Shapiro stated that he asked Ms. Kornel what the protocol is to have someone sit on this Board from The Casements as a liaison. We discuss The Casements every year. In an email that Dr. Shapiro sent to Ms. Kornel and Ms. Nagel, he included the City Manager, City Clerk and the Mayor to give them a heads up about what happened to the Board's liaison, because we do need to have that representation.

Mr. Selover asked if there was going to be someone appointed to take Mr. Heaster's place? Dr. Shapiro stated that as Chairperson, he doesn't have any role in any of the appointments. We are at seven members, we need four for a quorum, but we should most certainly be at full capacity. Ms. Kornel stated that she hasn't heard anything about it, but normally the City Commission does board appointments in the fall, and at the January meeting they confirm the appointments. It depends on if they know anyone who is interested.

VIII. PUBLIC COMMENTS

None.

IX. ADJOURNMENT

The meeting was adjourned at 4:33 p.m.

Respectfully submitted,

Melanie Nagel, Recording Secretary

ATTEST:

Dr. Philip J. Shapiro, Chairman

Minutes transcribed by Melanie Nagel

June 6, 2017 - City Commission Meeting Minutes (partial)

Mayor Partington closed the public hearings without objection.

Item #10A – Florida League of Cities Voting Delegate

Commissioner Boehm moved, seconded by Commissioner Kent, to appoint Mayor Partington as the city's voting delegate for the Florida League of Cities Annual Conference.

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

Item #11A – MacDonald House Renaming

Ms. Shanahan stated that there was a recommendation to rename the MacDonald House to the MacDonald-Stout House; whereby, she noted that she had misstated the name and that it would be the Stout- MacDonald House. She noted that if the Commission was interested in the renaming, it would come back to them as a future item for approval. She stated that she was looking for input from the Commission on what they would like to see happen regarding the naming of the MacDonald House.

Commissioner Selby noted that he liked the way Ms. Shanahan misstated the name and asked if the MacDonald-Stout House would be a possibility; whereby, Ms. Shanahan stated that it was the city's building and the Commission could decide what they would like it to be named.

Commissioner Kent stated that he liked that Ms. Shanahan stumbled when offering the recommended name. He noted that he was a creature of habit and wanted to leave it as the MacDonald House. He noted that there could have been owners between Ms. Stout and Mr. MacDonald, and the new name of the house would not reflect that. He stated that he liked it being called the MacDonald House. He noted that he rarely was bothered by an item on the agenda but explained that this one had irked him. He stated that he was glad that Ms. Shanahan had misstated the name and noted it was perfect that she had done that it.

Commissioner Boehm stated that the whole reasoning behind the name change was the discovery that Ms. Stout had the house built and that she owned it for approximately 30 years. He noted that there were not multiple owners and that the MacDonalds were the next owners after Ms. Stout. He stated that he would not mind hearing from the Ormond Beach Historical Society ("Historical Society") in terms of their thoughts on the name change. He stated that the Director of the Historical Society, Ms. Elysha Petschauer, and its President, Mr. Jeff Blass, were at the meeting. He noted that it would affect them as much or even more than anyone else, as they would need to change stationary, their website, and make multiple other changes if the name were to be changed.

Mr. Jeff Blass, President of the Ormond Beach Historical Society, stated that he agreed with Commissioner Boehm and that calling it the Stout-MacDonald House would better reflect the richer history of the building. He noted that it did give a little bit more creditability and recognition to the fact that Ms. Stout built the house and history with the Ormond Hotel. He stated that he would like the house to be renamed the Stout-MacDonald House.

Ms. Elysha Petschauer, Director of the Ormond Beach Historical Society, stated that she agreed with Mr. Blass' comments. She noted that the renaming would help with marketing the building. She stated that one of the things that citizens and visitors mistook the house for was the Ronald McDonald House. She noted that renaming it the Stout-MacDonald House would provide separation.

Commissioner Kent noted that he was not in agreement with the Historical Society and believed renaming the MacDonald House was not a good idea. He stated that he did not support the name change and wanted to keep it the MacDonald House.

Commissioner Littleton stated that he understood that it was standard practice for historical buildings to be named after their original owner. He noted that that was where

he fell in it, but noted that he did not mind if the Commission wanted to keep it the MacDonald House.

Mayor Partington stated that he was comfortable with renaming it the Stout-MacDonald House. He noted that the renaming suggestion stemmed from history that the Commission had previously been unaware of and that it was significant. He stated that this discussion was to receive Commission direction and that the actual renaming would come back to the Commission.

Ms. Shanahan stated that staff was receiving direction and that the Commission would have plenty of opportunity to discuss the name change of the MacDonald House again.

Item #11B – First Step Shelter Appointment

Ms. Shanahan stated that the city had received a letter from the First Step Shelter board requesting two items. She noted that the first item was seeking an appointment from Ormond Beach to their board, noting that they had asked the Commission for this before and the Commission had declined to make one at the time. She stated that the second item they were seeking was assistance with their operating costs for fiscal year 2017-18. She noted that staff needed some direction from the Commission regarding their interest in pursuing that and whether they wanted to make an appointment to the board.

Mr. Jim Cameron, Senior Vice President of Government Relations Daytona Beach Regional Chamber, stated that he was at the meeting as a representative for the First Step Shelter's finance committee. He noted that the shelter was for single men and women and was to compliment Hope Place, which would be located at Hurst Elementary School and house homeless families and unaccompanied youth. He stated that in Deland, Florida, there was a neighborhood center that housed single men and women. He noted that the First Step Shelter would be located west of Interstate 95 (I-95) on Red John Drive. He stated that the program would be built around a budget and a business plan. He noted that he was unaware if Ms. Shanahan had a copy of the budget and plan, and noted that he would provide her with his copy so the Commission could review it. He stated that the Daytona Beach Regional Chamber had reviewed the plan and program, and believed they were good ones.

Mr. Cameron stated that the budget initially would be for \$938,000 for 100 individuals. He stated that Daytona Beach, Holly Hill, South Daytona, and Daytona Beach Shores were on board with program. He noted that it had been addressed at the Volusia County Roundtable of Elected Officials. He stated that on April 20, 2017, the Volusia County Council had taken the suggestion of former Ormond Beach Mayor, and current Volusia County Chair Ed Kelley, and had drawn up a contract between First Step Shelter and the county. He stated that it would come back later in the month for approval. He noted that he believed Mayor Partington was at the law enforcement officials meeting at Daytona Beach City Hall in February where the program had great support. He noted that a faith group supported the program and brought on Catholic charities that would be handling the day to day operations. He stated that it was a 501(c)(3) facility, operated 24 hours a day, seven days a week. He stated that the program would rotate the individuals with strict case management. He noted that hopefully the individuals that came to the facility would be out within 90 days. He noted that the program did not want individuals staying for three or four years. He stated that Step First would appreciate the Commission's consideration and that he would be happy to discuss it.

Commissioner Kent asked Mr. Cameron how many employees would work in the facility and what the salary of the executive director was; whereby, Mr. Cameron stated that the executive director earned \$78,000. He noted that there would be two intake employees, a mental health employee, janitorial, food service, case management, a housing coordinator, and two resident assistants. He stated that it would total around 12 employees. He noted that he would be happy to leave the budget so the Commission could review it.

Commissioner Boehm noted that he would like to see the budget. He stated that the Commission had budgeted this year for homeless issues and noted that that would most likely be in the budget for next year. He noted that the Commission should budget the money for the facility and give the funding when the program was breaking ground. He stated that the program had been brought up to the Commission for many years and he would not like to fund a project until it had actual broken ground. He noted that unfortunately this particular project had been derailed many times in the past. He stated that he did not have a problem with it being included in the budget, but would not want to

M I N U T E S
ORMOND BEACH HISTORIC LANDMARK PRESERVATION BOARD

Regular Meeting

March 15, 2021

4:00 PM

Ormond Beach City Hall
Conference Room 103
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

Dr. Shapiro called the meeting to order at 4:00 p.m.

II. ROLL CALL

Members Present

Gordon Currie
Suzanne Heddy
Shannon Julien
Ellen Needham
Robert Walsh
Faith Wilson
David Benson
Caley Hayes (absent)
Dr. Philip Shapiro

Staff Present

Ann Margret, Deputy City Attorney
Steven Spraker, Planning Director
Becky Weedo, AICP, Senior Planner
Marcella Miller, Recording Secretary

Guests

Bill Denny

III. ADMINISTRATIVE ITEMS

Dr. Shapiro welcomed new Board member Ms. Faith Wilson and reviewed the Sunshine Laws with her.

IV. APPROVAL OF MINUTES

A. January 25, 2021

Dr. Shapiro stated that there are corrections to be made to the January 25, 2021 minutes. Throughout the document the Casements should be corrected with a capital t in the word the to read The Casements. Page 3, paragraph 2, the "Ormond Art Museum" should be revised to "**the MacDonald House Historical Museum**". Page 7, first sentence, regarding the Riverfront Condos should read that they were "**to be**" developed. Mr. Walsh added page 6, fifth paragraph, second sentence, the word "concluded" should be revised to "**included**".

Mr. Currie moved to approve the amended January 25, 2021 minutes as written. Ms. Julien seconded the motion. Vote was called and the motion unanimously approved (8-0).

V. PUBLIC HEARING

A. Name Change of the MacDonald House, 38 East Granada Boulevard

Dr. Shapiro opened the Public Hearing for the name change of the MacDonald House, 38 East Granada Boulevard. It has been four (4) years since the matter has been reviewed. He read his notes reviewing the history of the item for those that were not on the Board four (4) years ago.

- *“ In background, in 2016 Bender & Associates performed an Historic Structure Study on the City’s MacDonald House at the request of our City Commission. The contents of that study were unanimously accepted by the City Commission.*
- *On February 21, 2017, Mr. Bender reported to the City Commission four (4) recommendations. The third (3rd) recommendation was to restore the historic structure that had been reviewed to its historic appearance, and that included renaming the structure the Stout-MacDonald House, to reflect the original owner of the property.*
- *Three (3) months later, on May 15, 2017, the Historic Landmarks Preservation Board unanimously voted to approve the Bender and Associates Historic Structure Study recommendation to rename the MacDonald House as the Stout-MacDonald House. The City Commission reviewed the recommendation, but deferred a decision on the matter of renaming the building.*
- *To date, I still believe that the name of the MacDonald House as it appears in the City’s Land Development Code, and in our various documents and signage, should be amended to be historically accurate as the Stout-MacDonald House.”*

Mr. Currie stated that his opinion has not changed since 2017. Mr. Walsh, Ms. Needham and Ms. Heddy concurred. Mr. Walsh commented that in 2017 he was in favor of the renaming to the Stout-MacDonald House. Mr. Currie remarked that after reading the 2017 City Commission meeting minutes he has a different view. The MacDonald House has been the MacDonald House for 81 years. The Stout House has been the Stout House for 37 years. Mr. Currie stated that he has been in the area for 75 years and knew it back then as the MacDonald House and is what it was referred to as by others then as well. He commented that the Stout House was specified in the Bender & Associates report. He added that he would like for it to stay the MacDonald House as it is 81 years old, not 37 years ago, and is what everyone knows it by.

Dr. Shapiro clarified that it is not about naming it the Stout House. It is about renaming it the Stout-MacDonald House.

Ms. Needham asked if the reason the house was being renamed the Stout-MacDonald House was based on the original owner. Dr. Shapiro commented that the information was pointed out in the Bender & Associates Report regarding the original owner and also in

line with the U.S. Department of Interior Guidelines. He concluded that four (4) recommendations were provided and approved from the City Commission.

Ms. Julien concurred and stated that she would stay with standards of renaming it the Stout-MacDonald House.

Mr. Benson remarked that he has not been in the area that long but also agrees that it should be renamed the Stout-MacDonald House.

Ms. Wilson agreed that with it being standard procedure for the original owner to be in the name that she also concurs. She commented that she is aware that most people do know it as the MacDonald House and may still call it the MacDonald House either way. She concluded that she agrees with the standard procedure.

There was Board discussion and it was determined that one of the speakers before the City Commission in 2017 mentioned the significance of “historical accuracy”. Ms. Heddy stated that the reason why she started the renaming conversation is because she thought the Stout name was critical to the success of the building and she thought that the building was going to be renovated turn of the 19th century inside replicating what it was. Since then she commented that she read in the Board packet and saw the Ormond Beach Historical Society plans for the interior renovation and it is being renovated modern and futuristic. She continued that the plans are “ambitious” and “wonderful”, with part of the plan to take out part of the second floor so when walking in the building you see straight up. Ms. Heddy remarked that she will not oppose not recommending it to the City Commission. The Stout name history will be told. For the purpose of the long term vision and marketing, the MacDonald House is what it is. Dr. Shapiro remarked that one of the original homes was the Dix Home which is still used today, but if going indoors it does not resemble how it looked initially. It is still called the Dix Home based on the exterior appearance. He added that what is being done at the facility at 38 East Granada Boulevard will still look the same when complete, with the exception that possibly in the back will be an elevator.

Ms. Julien added that the marketing option is an interesting concept but still thinks that the name MacDonald House overall tends to make people think of a children’s hospital which does not help in the marketing. She continued that she does not want to lose the history of the Stout name.

The Board ensued discussion on their opinions on the facility name both prior and proposed as well as how others reference it.

Dr. Shapiro asked Attorney Emery if a motion was needed on the item as she suggested four (4) years ago and she advised that a motion is required again.

Dr. Shapiro entertained a motion to be brought forward regarding the name change of the MacDonald House, 38 East Granada Boulevard.

Ms. Julien made a motion to re-present the renaming of the MacDonald House as the Stout-MacDonald House to the City Commission. Mr. Walsh seconded the motion.

Discussion amongst the Board occurred and it was decided to amend the motion.

Ms. Julien made a motion to amend the motion to re-recommend that the City Commission consider changing the MacDonald House name to the Stout-MacDonald House as recommended in the Bender & Associates report. Mr. Walsh seconded the motion. Vote was called, and the motion was approved (7-1) with Mr. Currie voting against the motion.

It was discussed that it is part of the administrative process for the Land Development Code (LDC) to be amended now.

Mr. Walsh asked when the recommendation would go to the City Commission. Ms. Weedo explained the process that the LDC amendment would be required to come to the HLPB for a public hearing and Board recommendation, then to the Planning Board, and then to the City Commission for two (2) readings.

Ms. Heddy asked for an update on the renovations. Ms. Weedo replied that she spoke with the engineer and project manager and was advised that the project is coming along and that some of the expected damage was not as bad on the east wall. Mr. Spraker stated that he has not spoken with Mr. Finley or Mr. Lavatelli on the matter recently but did also hear that it was not as bad as initially thought.

Ms. Julien inquired about how this issue veered off course the first time after it went to City Commission. Dr. Shapiro replied that the costs associated with the process are high and that with the building being renovated were waiting for a later time to move forward. Ms. Heddy commented that in the 2017 minutes “nostalgia” was mentioned and felt like that was a big part of it.

Mr. Currie reflected on some of the options Bender & Associates put out and questioned if the museum will be on the first, second or third floor, and whether or not offices or residential will be on the second or third floor. Dr. Shapiro disclosed that he is on the Board of the Historical Society, but not directly involved with the creation of the museum, and replied that it is his understanding that it is a decision that is evolving that will be heavily influenced by how much money is raised and what grants are available. He continued that ideally, it would be all three (3) floors with an elevator for not only ADA compliance but also to move things up and down for the exhibit materials. Dr. Shapiro concluded that a cistern will remain on the third floor.

Mr. Currie commented that he would not have a problem renaming it the Stout-MacDonald House if the house was renovated similar to the Lilian House, of the era that it was built in leading up to the MacDonald House, with each room being replicated as it was in the turn of the century and leading up to the finished product. He added that with all of the options it is uncertain which way it will be going. Dr. Shapiro commented that he is not sure if the interior will be restored as close as possible to what it was as some of it depends upon what is acceptable to fire code and ADA. He commented that at one time there was a fireplace in the building which is now gone. It is uncertain if it can be restored.

Dr. Shapiro referenced the Dix Home and how the name has been kept through the ages and the Dix sisters are now gone and the frontage appearing as it was, although the HLPB approved for it to be extended westerly. Mr. Currie remarked that the outside of the MacDonald House will be restored back to original and the interior will not be. Dr. Shapiro

added that there have been a number of changes downstairs. The second and third floors are as they were but when Mrs. Stout left the structure and sold it, it became a dormitory overflow from The Casements girls' school, therefore is uncertain how it was then. It is uncertain exactly how it appeared when it was constructed in 1903 other than the cistern being upstairs.

Board discussion ensued, including how the funds for the renovations coming from a number of sources, some of the sources being private. It will not be from 100 percent of tax payer money. Dr. Shapiro commented that he too has contributed to help it move forward and preserve the cultural and historical and architectural identity of the community as it was to that era. The tennis center will have to be accommodated through the process as well.

Ms. Heddy asked for clarification of the next steps in taking the new recommendation to the City Commission. Mr. Spraker replied that there are two (2) options, one (1) being that it goes to City Commission as a discussion item whereas the City Commission will direct staff either to do a Land Development Code (LDC) amendment or not. The second option is to go straight to the Land Development Code (LDC) amendment and bring it back to the HLPB, the Planning Board and then let the City Commission decide. It is uncertain at this time which way the process will go. Ms. Weedon will do the report, presentation and summary.

Dr. Shapiro reminded the Board of the Sunshine Laws.

VI. MEMBER COMMENTS

None.

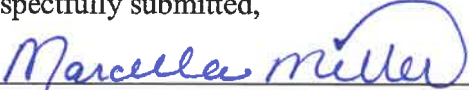
VII. PUBLIC COMMENTS

None.

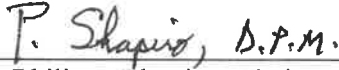
VIII. ADJOURNMENT

The meeting was adjourned at 4:37 p.m.

Respectfully submitted,


Marcella Miller, Recording Secretary

ATTEST:


Dr. Philip J. Shapiro, Chairman

Minutes transcribed by Marcella Miller.

M I N U T E S
ORMOND BEACH HISTORIC LANDMARK PRESERVATION BOARD
Regular Meeting

November 20, 2023

4:00 PM

Ormond Beach City Hall
City Commission CR 103
22 South Beach Street
Ormond Beach, Florida

I. CALL TO ORDER

Dr. Shapiro called the meeting to order at 4:00 p.m.

II. ROLL CALL

Members Present

Tim Stockman
Suzanne Heddy
Shannon Julien
Ellen Needham
Miriam Hughey-Guy (Excused)
Faith Wilson (Excused)
Bill Denny
Sue Easton
Dr. Philip Shapiro

Staff Present

Ann Margret Emery, Deputy City Attorney
Becky Weedon, AICP, Senior Planner
Alex Schumann, City Engineer
Marcella Miller, Recording Secretary

Guests

Jarleene Almenas, Ormond Beach Observer

III. ADMINISTRATIVE ITEMS

A. Acceptance of 2024 HLPB Calendar

Mr. Stockman motioned to accept the 2024 HLPB Calendar. Dr. Easton seconded the motion. Vote was called and the nomination unanimously approved (7-0).

IV. APPROVAL OF MINUTES

A. January 23, 2023 Minutes

Dr. Shapiro asked if there were any corrections to the January 23, 2023 minutes. Ms. Heddy moved to approve the minutes. Mr. Denny seconded the motion. The minutes were unanimously approved (7-0).

V. DISCUSSION ITEM

A. 1 N. Beach Street, Pilgrims Rest Church Roof – Discussion regarding the roofing material and historic appropriateness

There was Board discussion about when the church was originally built. It was said that some say it was built in 1870, others say 1877, with no clear idea as to when it was built as there is no cornerstone. Dr. Shapiro stated that there is a lot of missing information. It was located in the Tomoka settlement initially, moved over to the cemetery in 1906, and then moved to Bailey Riverbridge Gardens at 1 N. Beach Street in 1988. He continued that it is not known what the original roofing was. It is speculated that it may have been metal or cedar. Dr. Shapiro remarked that it is the desire to save the structure, therefore have to decide what to do with it now. He added that his preference climbs toward metal. It will last longer and would be period-correct. He asked the Board their opinions.

Mr. Schumann stated that the church was built in the 1870s and was moved and restored in 1988, when the current cedar shake roof was installed. He displayed overhead what the building and cedar shake roof looked like prior to Hurricanes Ian and Nicole, as well as post-hurricane. He added that it is in rough shape with tarps on it. Mr. Schumann continued that the project was put out to bid once with an astronomical quote to replace the roof with cedar-shakes, therefore has been working with the construction manager to replace the roof in a period-correct manner. Mr. Schumann expressed that there was concern from the City Commissioners with the first bid and now the question is what is most appropriate, cedar shakes or possibly metal.

Mr. Schumann explained that options for the roof replacement, are, grade 1, split-wood cedar shakes, a new composite cedar shake, metal, or asphalt shingles (least-preferred option). He continued that FEMA prefers that the split wood cedar shakes and to put it back the way it was, prior to the storms. Mr. Schumann stated that a 50- year warranty is offered on the split-wood cedar shake roof.

Mr. Schumann added the composite cedar shake is made of polyurethane and made to look the same as the split-wood shakes with a similar 50-year warranty on the materials.

Mr. Schumann continued that the standing seam metal roof is another option similar to what the Ormond Yacht Club building has on it. It is appropriate for the Florida Cracker style. A fairly significant warranty of 50 years is also offered with this style as well as the option of multiple colors if the City Commission so chooses.

Mr. Schumann explained the asphalt shingle option which is not architecturally appropriate for a Florida Cracker style building, although easier and cheaper to install, but comes with a reduced 25-year warranty.

Ms. Becky Weedon, Senior Planner, reviewed the variables that she suggested be considered when making the determination for the preferred roof for the Florida Cracker style historic structure. She referenced the history of the building and stated that originally, the roof is believed to have been wood until it was moved to the

cemetery in 1906 when it became metal. Ms. Weedo added that once it was moved to its current location in Bailey's Riverbridge Park, where the church was restored and reroofed to cedar shake shingles. Per the City's Land Development Code (LDC), Section 3-69, requires non-residential Florida Cracker style structures to have roof materials made of metal shingles, corrugated metal sheet, v-crimp metal sheet or standing seam metal sheet.

Ms. Weedo stated that the Planning Director has the authority to approve these types of maintenance projects without a review by the Historic Landmark Preservation Board (HLPB) for roofs with one of similar in material or color or material or color-appropriate to the time period that the structure was constructed. Ms. Weedo commented that based on the period of the structure, the history of the roof material, the Florida Cracker style architecture, and the Land Development Code (LDC), it is staff's opinion that a metal roof or wood roof would be appropriate to the time period the structure was constructed.

Board Discussion

Ms. Julien asked for clarification of the LDC section explaining that per code, that any non-residential has to be metal. Ms. Weedo clarified that the section pertains to 'new' non-residential structures.

Mr. Denny expressed his opinion in that the importance is of the protection of the roof in cases of hurricanes. He added that the cedar shakes look more authentic and like older architecture.

Mr. Stockman referenced the cost breakdown for the metal and asked if it is marine-grade metal. Mr. Schumann replied that they would use gaveling-aluminum. Mr. Stockman commented that when he lived on Lincoln Avenue, he had the more expensive gaveling-marine-grade-metal roof on his historic home. Insurance was an issue because it was basically uninsurable. The company insured the metal but if ripped off, it was uninsurable. Mr. Stockman added that it rusted and expressed his concern with the insurance policy that would come with a metal roof. He concluded that he likes the shaker or composite styles.

Dr. Easton inquired about the Ormond Beach Yacht Club and asked when the roof was put on and how their roof has held up. Staff was not sure of the date.

Ms. Heddy asked Mr. Schumann what his preference was. He explained that he did not have a preference.

Ms. Julien commented that she reached out to her colleagues on it with their experience as archeologists and historians. She added that she personally likes the cedar shake or composite look as opposed to the metal roof. She asked who decided for it to be restored to the specific nature that it was restored, adding that it should be restored in the same nature, cedar shakes. Her and her colleagues read through the National Park Service that the best thing you can do is replace like-for-like, or as close-to. Ms. Julien stated that she owned a home in Fort Myers with cedar shakes and if maintained properly,

that they last a long time. Mr. Schumann replied that he is not aware that the roof had any issues in the prior hurricane.

Ms. Heddy inquired if the cedar shakes are FEMA-approved. Mr. Schumann answered that FEMA expressed their preference to put the roof back to pre-storm conditions, cedar shakes. They also stated that if the Board has strong suggestions or report that the determination is that metal or another material is more appropriate, that they will heed the suggestion. Ms. Heddy remarked her opinion is to go with the cedar shake roof.

There was additional discussion on the roof material, their comparisons, costs, insurance coverage, etc.; Mr. Schumann stated that the first three options are all within \$5000 of one another. He continued that staff is looking for a recommendation to City Commission on which material the Board supports.

Ms. Julien motioned to start with option 1, natural cedar shake roof, with a backup of option 2, a composite shake roof. Ms. Needham seconded the motion. Dr. Shapiro asked if all were in favor. Option 1, natural, cedar shake roof, was unanimous (7-0).

It was discussed that the reason for choosing option 1 is because they are natural and do not contain chemicals. Historically, no building was built with chemicals. It was said that part of the warranty specifies that the natural cedar shakes are rot and bug-resistant.

Dr. Shapiro asked about next steps and if it had to come back before the HLPB for a Certificate of Appropriateness (COA). Ms. Weedo replied that the Planning Director can make the decision based on appropriateness and the fact that the cedar shakes are what was originally there. It is being replaced 'like-for-like'.

B. Ormond Beach Historic Landmarks List

Ms. Weedo stated that Ms. Heddy inquired about the Ormond Beach Historic Landmarks List and let her lead the discussion.

Ms. Heddy stated that she asked for the item to be added to the meeting agenda as when researching something else she noticed that 38 East Granada Boulevard, was still called the MacDonald House, when she was under the assumption that the HLPB recommended that it be referred in legal terms as the Stout-MacDonald House, according to the Bender Report. Ms. Heddy continued that the Board was advised of the difficulty of changing the Land Development Code (LDC) and the suggestion to wait until staff brings it to the City Commission. She added that three years have gone by with no word for an opportunity for it.

Ms. Weedo explained that the recommendation was brought up to the City Manager and with the number of things going on, the past and future changes in the City Commission, there has not been an opportunity.

Ms. Julien commented that it was said to piggy-back with something else.

Dr. Shapiro concurred and added that he got the impression that the City Commission got “a little cool to the idea”.

Ms. Heddy commented that the two matters are the legal description of the building and the familiar description of the building. She added that she changed her mind from what she originally thought, and thinks after completing the history of Billy MacDonald and that it should always be called the MacDonald House. She continued that when the building and signage is complete, it should state the MacDonald House, however, for accuracy on legal documents and for historic preservation and grants purposes, should be the Stout-MacDonald House. Ms. Heddy remarked that Ms. Stout’s importance was different than that of the MacDonalds. The MacDonalds were there for 40 years. She continued that Billy is such an important part of the history of Ormond Beach. She added that Mr. Bill Jones has done a terrific job with Billy’s Tap Room Restaurant. Ms. Heddy commented on the art museum, Billy’s Tap Room, the MacDonald House, and the Casements. She reiterated that with legal documents, it should be called the Stout-MacDonald House. She remarked that Ms. Stout was an independent, single-woman that built the house in 1903 and had the Hotel Ormond business and energetically, commissioned the Queen Ann Victorian be built across the street to use as a boarding house. Ms. Heddy asked what happened with the task of the name change.

Ms. Weedon stated that she was advised that there was a City Commission-level discussion on the matter and it was of interest to keep the name of the MacDonald House due to familiarity. Ms. Heddy concurred, but advised that the HLPB was not given the opportunity to address them when they had a meeting on it.

Dr. Shapiro stated that it was voted for by the majority of the HLPB that the name should be changed.

Ms. Heddy commented that \$100,000 was spent for the extensive Bender report on the matter and that in the report it references that the name of the building should be the Stout-MacDonald House.

Ms. Julien stated that the name change comes with costs including staff and financial costs.

Ms. Heddy added that several Land Development Code (LDC) amendments have gone through the City Commission without being able to piggy-back the matter on top of one.

Dr. Shapiro suggested trying again and asked if Ms. Heddy would meet with the Mayor privately on the matter. Ms. Heddy suggested that staff send a letter to the Mayor first stating that the HLPB has rediscovered that the name change was not made, asking for consideration. She added that she would be happy to go to the Mayor after that. It was discussed that staff went through that process already.

Ms. Julien commented that it is not unheard of for members of boards to meet with Mayors and commissions with the goal of moving something forward, for their support to get it on an agenda.

Ms. Heddy agreed.

Staff and the Board discussed proper wording,.. “we support an amendment to the Land Development Code to legally change the name of the MacDonald House to the Stout-MacDonald House, without changing the building sign.”

Board discussion ensued regarding the Bender Report on the history of the MacDonald House.

Ms. Weedo stated that the MacDonald House was considered for demolition several times and the city did not know if it structurally had the integrity to be restored. The Bender Report was done to justify putting more money into it in attempts to restore and preserve it. The report is online and Ms. Weedo offered to send it to the Board.

Dr. Shapiro added that there is a Demolition by Neglect Ordinance that goes back to 2008. The MacDonald House is a city-owned building that was not being maintained, therefore Bender and Associates were retained to do research on the structure, history and everything contributing, including usage.

Ms. Heddy stated that when the City applies for grants, they will use Stout-MacDonald House. She commented that the HLPB does not meet again until January 22, 2024 and that everything with the Board moves very slowly. Dr. Shapiro remarked that in 2005 when he came on the Board, it met monthly. In 2011, there was a need to make changes when it moved things more slowly. Ms. Heddy concluded that what is done today affects 50 to 75 years from now.

Dr. Shapiro stated that when the Overlay District was discussed during the last meeting, he wanted everything meticulously documented so that when the subject comes up of 80 N. Beach Street, it would be clearly delineated what the HLPB thought on it and what was and was not contributing, including the issue of Riparian rights, which are not on Lincoln Avenue.

VI. MEMBER COMMENTS

Dr. Shapiro asked if anyone had any other comments.

Ms. Weedo announced that she will be retiring from the City of Ormond Beach February 1, 2024 and will be grooming another Planner to take her place. Dr. Shapiro commented that since there will not be a meeting until possibly February, that he wanted to thank Ms. Weedo now for all that she has done over the years and how it was a pleasure working with her and that she will be missed.

VII. ADJOURNMENT

The meeting was adjourned at 4:54 p.m.

Respectfully submitted,

Marcella Miller, Recording Secretary

ATTEST:

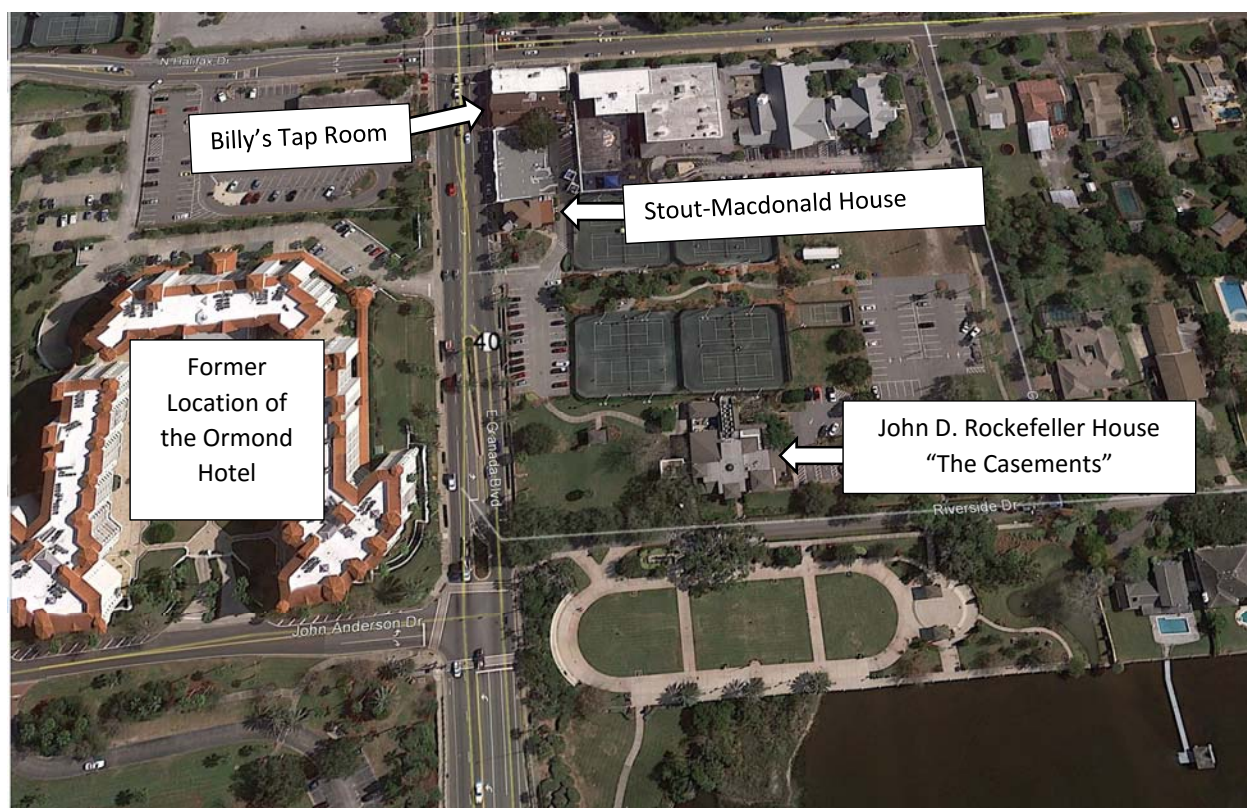
Dr. Philip J. Shapiro, Chairman

Minutes transcribed by Marcella Miller.

Introduction

The Stout-MacDonald House at 38 E. Granada Avenue in Ormond Beach was constructed in 1903 for Margaret A. Stout, a native of Scotland. At the turn of the century, Ms. Stout managed the news and curio department at the Ormond Hotel, and was a friend of both John Anderson and Joseph D. Price, the hotel's co-founders and managers. Stout appears to have primarily used her property as a seasonal residence and investment. At various times, Stout operated the building as a boarding house, at others a portion of the first floor was used as a notions shop, a gift shop, and a library.

Stout remained sole owner of the building until her death in 1933. The property then passed to her siblings, Emma and John Stout, who in turn sold it to Elizabeth and William MacDonald, owner of the adjacent Billy's Tap Room. The MacDonalds owned the property until 1964, after which it passed through a variety of owners before being purchased by the City of Ormond Beach. The building has been formally known as the MacDonald house for its association with the MacDonald family. However, given that Margaret Stout commissioned its construction and owned it for a longer period than the MacDonalds, it is referred to in this report as the Stout-MacDonald House.



Aerial view looking east along East Granada Boulevard in Ormond Beach.
(Google maps image annotated by the authors)

The building was constructed by Sumner H. Gove, a prolific Daytona architect, builder and developer. Among his many works, Gove built the original Clarendon Hotel in Daytona, as well as an addition to the Ormond Hotel, the Ormond Yacht Club building, and the first Port Orange and Seabreeze bridges across the Halifax River. Several of his buildings have been listed on the National Register of Historic Places.

The Stout-MacDonald House was purchased by the City of Ormond Beach in 1979. For many years, portions of the building were used as the shop for the Ormond Beach Tennis Center. More recently, the portions of the ground floor have been used as a welcome center and office of the Ormond Beach Historical Society. The upper floors have been largely vacant for years and are currently in poor repair.

Chronology

- 1845 The land which is today the peninsula side of Ormond Beach is platted by the U.S. General Land Office.
- 1868 John A. Bostrom and his brother Charles Bostrom homestead land for orange groves in what is today Ormond Beach. The land runs from the east bank of the Halifax River to the Atlantic Ocean and is almost entirely located south of what is today East Granada Boulevard. Both brothers subsequently build residences on their property.
- 1873-75 A group of men employed by the Corbin Lock Company of New Britain, Connecticut come to Ormond with their families to plant orange groves. They purchase a grant made to Henry Yonge on the west banks of the Halifax River and name their village New Britain. One of the settlers in New Britain is a relative of John Anderson.
- 1876 At the invitation of his cousin, John Anderson travels from Maine to Ormond to explore orange growing. Anderson homesteads “Santa Lucia” plantation north of Charles Bostrom’s property. One of his neighbors to the north is Joseph D. Price from Kentucky.
- 1877 John Bostrom receives a government patent deed for 94 acres (Lot 4).
- 1880 Ormond is incorporated.
- 1882 John Anderson receives a government patent deed for 92 acres (Lot 2).
- 1883 Charles Bostrom receives a government patent deed for 94 acres (Lot 3) located north of John Bostrom’s property and south of John Anderson’s property. A portion of this land will later be the site of the Stout-MacDonald House.
- 1886 Investor Stephen Van Cullen White finances the completion of the narrow-gauge St. Johns and Halifax Railroad from Palatka to the banks of the Halifax River and to Daytona. Around the same time, John Anderson and Joseph D. Price approach White for financing to build a new hotel on the peninsula on 12 acres of land donated by John Anderson and Charles Bostrom. Construction begins on the Ormond Hotel.
- 1887 Stephen Van Cullen White finances construction of the first bridge across the Halifax River at Ormond.
- 1888 The Ormond Hotel, constructed primarily of cypress, opens with 75 rooms.
- 1889 Justin L. Worthy of Massachusetts and George M. Hubbard of New York, plat the Worthy & Hubbard Addition to the Town of Ormond on land that had been sold by Charles Bostrom. The subdivision was located immediately south of what is today Granada Boulevard between the Halifax River on the west and Vining Court on the east.
- The Coquina Hotel is constructed on the beach just south of Granada Boulevard. John Bostrom serves as the proprietor.
- 1890 Standard Oil Company magnate Henry Flagler purchases Stephen White’s interest in the railroad and Ormond Hotel. Flagler expands the hotel from 75 to 150 rooms and retains Anderson and Price as managers.

- 1899 Flagler completes an expansion of the Ormond Hotel from 150 to 300 rooms.
- 1900 Margaret Stout is employed as the manager of the news and curio department at the Ormond Hotel.
- 1903 Justin and Mary L. Worthy sell a portion of Lot 20 in the Worthy & Hubbard subdivision to Margaret Alison Stout. Stout then hires the Daytona architect and builder, Sumner H. Gove, to construct the residence at 38 East Granada Boulevard, now called the Stout-MacDonald House.
- John Bostrom completes a remodel of his house, “Bosarve.” The design is very similar to that of the Stout-MacDonald House.
- John Anderson and J. D. Price purchase the Coquina Hotel.
- 1904 Flagler constructs the Ormond Garage on the Ormond Hotel property to accommodate race cars. American and world automobile speed records are set on the beach at Ormond.
- 1905 Flagler completes the last expansion to the Ormond Hotel, adding three new wings and a total capacity of 600 rooms. He also builds a second bridge across the Halifax River to accommodate a railroad spur.
- 1907-1908 The Ormond Hotel golf course was constructed.
- 1909 Margaret Stout’s residence (The Stout-MacDonald House) is advertised as a boarding house called “The Wayside Lodge.”
- 1911 John Anderson and Joseph Price, co-founders and managers of the Ormond Hotel, die within months of each other. Anderson bequeaths \$200 to Margaret Stout in his will.
- 1913 Henry Flagler dies in Palm Beach, Florida.
- 1914 John D. Rockefeller visits Ormond and stays in what became known as the “Rockefeller wing” of the Ormond Hotel. He will stay at the Ormond Hotel during the winters of 1915, 1916 and 1917 as well.
- Margaret Stout spends the winter season in Ormond staying at the home of Mrs. Joseph Price. She will also stay with Mrs. Price the following year.
- 1918 Rockefeller purchases “The Casements,” a home across from the Ormond Hotel which had been built by Reverend Harwood Huntington in 1910. Rockefeller used the house as a winter residence until his death at the property in 1937.
- 1922 City directories show Margaret Stout operating a gift shop at the property. By 1924, Stout added a library to the gift shop.
- William (Billy) Macdonald, a lounge manager in New York, is recruited to operate a tea room at Ormond adjacent to the Ormond Hotel.
- 1926 Macdonald purchases a combination drugstore/dwelling at 58 Granada Boulevard to open a tea room and gift shop. Macdonald’s family initially lives in the building, but later move into what is now called the Stout-MacDonald House at 38 East Granada Boulevard
- 1932 City directories show Margaret A. Stout continuing to use the house as a gift shop and library

1933	Margaret A. Stout dies in West Bathurst, Gloucester, New Brunswick, Canada. The property passes to her siblings, John and Emma Stout.
1937	The Ormond Beach Fire House on East Granada Boulevard is completed using funds from the Works Projects Administration (WPA).
1939	The Rockefeller family sells the The Casements. It is subsequently used as a girls preparatory school, and later as a home for the elderly.
1941	The siblings of Margaret Stout sell her former residence to William A. and Elizabeth MacDonald for \$3,000.
1944	William A. MacDonald dies, and ownership of the house passes to Elizabeth. Around this time the MacDonald family removes the front porch of the Stout-MacDonald House.
1946	The Ormond Memorial Art Museum and Gardens is founded by Ormond Beach residents.
1949	The Ormond Hotel is sold by the Florida East Coast Railroad to Robert Woodward.
1950	The City of Ormond changes its name to Ormond Beach.
ca. 1950	The Stout-MacDonald House is leased for use as a dormitory to Maud von Woy, who operated the Junior College for Young Women in The Casements. Von Woy increases the number of bedrooms at the property.
1953	The wooden Halifax River bridge at Ormond is replaced by a causeway and concrete drawbridge known as the Rockefeller Memorial Bridge.
1964	Elizabeth MacDonald sells the Stout-MacDonald House to the Ormond Hotel Casements, Inc.
1967	“Bosarvey,” the home of John Bostrom, is demolished.
1969	The MacDonald House is sold by Ormond Hotel Casements, Inc. to the Ormond Hotel Corporation.
1970	A portion of the Ormond Hotel across the street from the Stout-MacDonald house is torn down for the widening of Granada Boulevard.
1972	The Stout-MacDonald House is sold by the Ormond Hotel Corporation to attorneys Thomas J. Wetherell and Thomas T. Cobb.
1973	The Casements is purchased by the City of Ormond Beach.
1976	The Ormond Garage is destroyed by fire.
1979	The City of Ormond Beach purchases the Stout-MacDonald House for \$360,000
1983	The 1950s drawbridge across the Halifax River is replaced by the present high-rise span.
1986	The Stout-MacDonald House is included in a 1986 inventory of historic buildings compiled for the City of Ormond Beach. As part of the survey, a Florida Master Site File form was prepared by Historic Property Associates of St. Augustine.
1992	The Ormond Hotel is demolished.

1993	The Historic Landmark Preservation Board issues a memo notifying the Mayor that the Preservation Board voted to deny a certificate of appropriateness for the demolition of the City-owned Stout-MacDonald House
1994	The City of Ormond Beach submits a Special Category Grant application to Florida Division of Historical Resources in the amount of \$62,500 for restoration and renovation of the Stout-MacDonald House.
1995-03-23	The Florida Division of Historical Resources notifies the City of Ormond Beach that historic preservation Special Category Grant application was not ranked highly enough to be funded but invited the city to revise the application and reapply.
1995-05-04	The Ormond Beach City Commission directs staff to proceed with the demolition process for the Stout-MacDonald House.
1995-05-30	The City of Ormond Beach submits a revised Special Category Grant application to Florida Division of Historical Resources in the amount of \$65,000 to help restore the Stout-MacDonald House. It specifies the removal of a modern addition, replacing a covered porch, removing recent interior partitions, adding new interior partitions, constructing new restrooms and central hall with HVAC, removing second floor fabric, constructing door to control access to third floor, and adding HVAC equipment to third floor. The building was also to be tented and fumigated, the shingles, sheathing and windows replaced, and the exterior repainted.
1997-06-26	The Ormond Beach City Manager recommends selection of Sabounji Construction to carry out improvements to Stout-MacDonald House consistent with Historic Preservation Grant award agreement. Construction was specified to begin on or about August 1, 1997.
1997-12-11	The Ormond Beach City Manager requests the City Commission approve increased costs for the Stout-MacDonald House renovation project from \$119,800 to \$140,702 to cover additional costs for unforeseen items.
1998-07-02	The Ormond City Manager requests that the Mayor and Commissioners place four properties on the City's Historic Landmarks List, including the Stout-MacDonald House.
2006-09-19	City of Ormond Beach Leisure Services Director replies to Ron Defilippo regarding his proposal to move the Stout-MacDonald House and develop the property as a restaurant, explaining that the proposed plan would not be in the City's best interest.
2007-02-14	City Manager presents Mayor and Commissioners background, discussion and options for future of Stout-MacDonald House, with staff recommendation for the Commission to consider repairs during the upcoming budget process in conjunction with plans for future use.
2007-12-18	Letter report by Charles R. Adams & Associates, Inc., Structural Engineers, noting distressed foundation elements and water damage around 2 nd and 3 rd floor windows, and listing recommended repairs in chronological order. Includes three sheets of drawings.
2009-11-01	The Historic Landmark Preservation Board issues a staff report on the Stout-MacDonald House.
2009-11-16	The Stout-MacDonald House is discussed during a meeting of the Historic Landmark Preservation Board. Topics included ongoing deterioration and summary of uses and advantages of maintaining the building. Cost estimates for demolition, relocating and repairing the building were all around \$230,000. The Board unanimously approved a recommendation

that the City Commission direct staff to explore use of CRA funds for renovation and/or grant funding, and that the Board supports the operation of the Historical Society at the location.

- 2011-02-11 Roof replacement. GAF dimensional shingles in Sienna Sunset used as a close match to existing shingles
- 2011-07-05 City Commission agenda item for discussion of the Stout-MacDonald House with recommendation to consider repairs in conjunction with plans for future use of the building.
- 2011-09-02 The Historic Landmark Preservation Board issues a staff report on the Stout-MacDonald House. It includes a staff summary of decisions regarding opinion of significance, maintenance and renovation or sale, occupancy of 2nd and 3rd floors and addition of a project to Downtown Redevelopment to restore and reconstruct the building.
- 2011-09-26 A Planning Department Memorandum to the City Manager: includes answers to vision questions and a recommendation to maintain the property under City ownership. The City is responsible not to neglect the structure since the City has adopted a demolition by neglect ordinance. The Board recommends appropriate repairs be made to resolve the water intrusion issue.
- 2014-03-06 The Chair of the Historic Landmark Preservation Board requests that the status of deteriorating Stout-MacDonald House be place on board agenda for meeting of March 17, 2014.
- 2014-11-18 Proposal prepared by Heaster Family Limited Partnership, LP to purchase Stout-MacDonald House and surrounding property for commercial development as an extension of adjacent Gaslamp Shoppes.
- 2014-13-10 The Historic Landmark Preservation Board presents a Long Range Vision for Stout-MacDonald House. It states the property has a high level of historical significance and the Board prefers to maintain the subject property under city ownership. Major repairs and costs have been identified and reviewed by the City.
- 2015-05-11 Appraisal of the Stout-MacDonald House and associated properties by Heffington & Associates for John E. Noble, P.E., City Engineer. The appraised value of Parcel C as of May 11, 2015, consisting of the Stout-MacDonald House and underlying lot measuring approximately 124 feet along Granada Boulevard with a depth of approximately 100 feet, is \$273,000.
- 2016 Bender & Associates is engaged to prepare a historic structures report for the Stout-MacDonald House.

Margaret A. Stout, Original Owner

The Stout-MacDonald House was constructed in 1903 for Margaret Alison Stout (1856-1933). Margaret—sometimes referenced as “Marguerite”—was born near Dunrossness, Shetland, Scotland to Margaret Cheyne and Jeremiah Stout. Census and other records indicate that by 1869 the Stout family had moved to New Brunswick, Canada, where they lived in Bathurst. Mr. Stout worked as a tailor, and died in 1904.

Margaret Stout first visited Ormond Beach no later than 1900, when an article published in the *Indian River Advocate* shows her employed as head of the news and curio department at the Ormond Hotel. She was likely a seasonal employee, as a newspaper notice from 1903 shows that at the time she commissioned construction of the Stout-MacDonald House, she was living in Brooklyn, New York. Stout appears to have lived in the house semi-permanently at times, although newspaper listing make it clear that for many years she only stayed there during the winter season.

lence. Messrs. Anderson & Price have managed the hotel since 1889; and to say they are popular, is really no word for it. The managers are assisted by a gentlemanly staff of officers as follows: Louis H. Bingham, room clerk; A. P. Creamer, cashier; H. G. Marvin, night clerk; T. J. Trudeau, bookkeeper; Arthur W. Tarbell, key clerk; A. D. Davis, mail clerk; Miss M. A. Stout, news and curio department; Mrs. Walter Johnson, assistant.

Excerpt from the article “Among the Hotels,” published in the *Indian River Advocate and East Coast Chronicle*, March 23, 1900.

In 1905, a society listing in the *New York Tribune* mentions an auction at the Ormond grill room attended by ladies from Boston and “Miss M. A. Stout, of Ormond.”¹² In 1914, a passenger list for the Cunard Line S. S. Pannonia lists Margaret A. Stout as a resident of Ormond. That same year, however, a newspaper listing mentions Stout’s arrival in Ormond for the winter season, and that she was going to stay at “Hammock Home,” a large residence which had been built for Joseph D. Price, co-founder of the Ormond Hotel. At the time, Margaret Stout was the guest of Mrs. Price, who had been widowed three years earlier.¹³ The two appears to have been close, as Mrs. Price had driven from Ormond to St. Augustine to pick up Margaret Stout.¹⁴ Stout also appears to have stayed with Price throughout her entire 1914 visit before leaving for the north in May.¹⁵

¹² *New York Tribune*, February 21, 1905.

¹³ *New Smyrna Daily News*, January 8, 1915. See also a note announcing her arrival in the *New Smyrna Daily News*, January 23, 1914.

¹⁴ “Automobile Roads Better in Florida,” *New York Herald*, February 8, 1914

¹⁵ *New Smyrna Daily News*, May 15, 1914.



“Hammock Home,” built for J. D. Price and today located on the 300 block of John Anderson Drive. Newspaper listings show Margaret Stout stayed here as the guest of Mrs. Price in 1914 and 1915. (Google Maps)

Stout was also evidently a close friend of John Anderson, who died in 1911 and made a humorous bequest to her in his will. The note also confirms that Stout was not a full-time resident of Ormond Beach at that time:

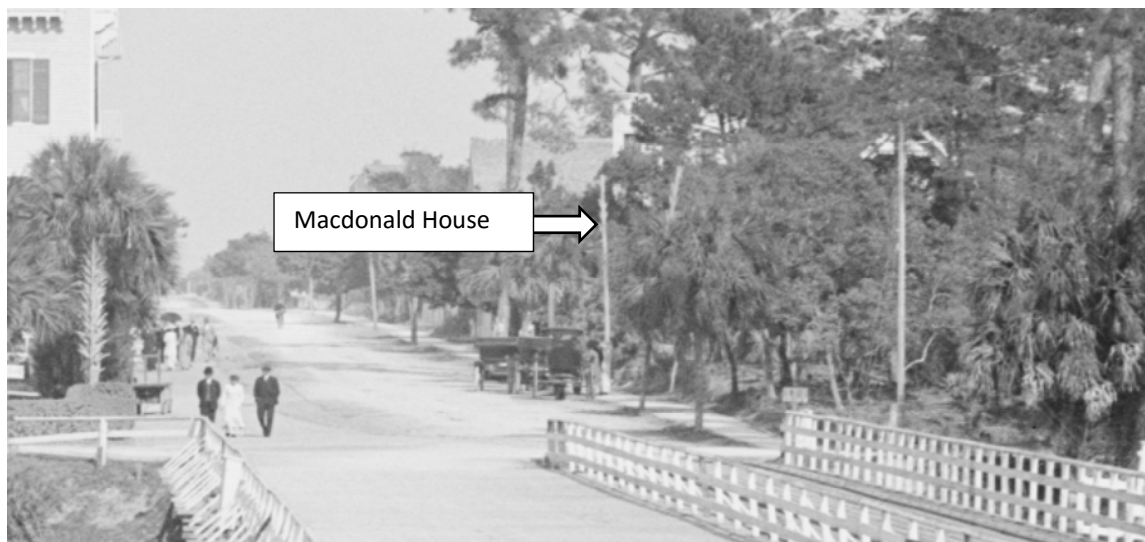
To Marguerite A. Stout of Boston, another whose faithful work I can but remember with gratitude – Two hundred dollars (\$200). Not being overly large she can by a little sharp trading and her usual economy make this pay for one plain dress – gray preferred.”¹⁶

It is not clear whether Stout’s house had a commercial function from the beginning. But at least as early as 1909 a directory of business licenses published in the *Daytona Gazette-News* lists Stout as a merchant.¹⁷ That same year, a hotel directory for Ormond Beach shows M. A. Stout as proprietress of the Wayside Lodge, described as having “large, airy, well-furnished rooms ... with two bath rooms, electric lights and a thoroughly equipped kitchen. \$21.00 a week. Transients not taken.”¹⁸

¹⁶ Donald C. Gaby, “The MacDonald House of Ormond Beach,” Halifax Historical Society *Halifax Herald*, Vol. 19, No. 1, Summer 2001, 4.

¹⁷ “Business licenses,” *Daytona Gazette-News*, October 30, 1909.

¹⁸ “Where to Stay in Ormond,” transcription provided by dr.bronsonontours.com; information downloaded December 6, 2016 from <http://www.drbronsonontours.com/bronsonormond.html>



Enlargement of a circa 1910 view east on Granada Boulevard with the Stout-MacDonald House at right.
(Library of Congress)

From at least 1920 through the early 1930s Stout operated a shop at the property. The 1920 US Census identifies Stout as the merchant of a notions (sewing supplies) shop. In 1922, city directories refer to her business as a gift shop. By 1924 she had added a library, and directory listing show the house continued to be used as a gift shop and library through at least 1932.

Stokes Fred D (c) tchr Rigby Jr High Sch r Washington cor
Live Oak av
Stout **Marguerite** A gift shop and library Granada av nr
River dr (OB) h do
Strickland Frank M (Bertha) dairy hd h Orchard nr Mag-
nolia av
Strickland Mary A r Frank M Strickland

1932 Daytona city directory listing showing Marguerite Stout using the house as a gift shop and library.
The letters "h" and "do" at the end of the listing are abbreviations for "house" (or residence) and "ditto."

Given Stout's documented seasonal use of the property, it appears likely that the house was at times occupied by a caretaker or renters. However, the 1920 census listing for Margaret Stout is the only year for which a return could be located that definitely identifies the property. The census returns from Ormond Beach for the years 1910 and 1930 did not include any addresses for properties along East Granada Boulevard, so research could not pinpoint the occupants of the property during those years.

This form if placed in an envelope, marked "Dominion Statistics—Free, penalty for improper use \$300," and properly addressed will pass through the Mail "FREE."

FORM C-3. DEPARTMENT OF HEALTH—NEW BRUNSWICK
CERTIFICATE OF REGISTRATION OF DEATH

1 (PLACE OF DEATH) Gloucester Sub-Deputy-Registrar area of Bathurst TOWN
Sub-Health District Bathurst Street _____ House No. _____
If in City or Town (Name) (Name)

If in hospital or institution, give name _____
2 NAME OF DECEASED Marguerite C. Stout RECEIVED
Residence West Bathurst, N.B. 001-23-1933

PERSONAL AND STATISTICAL INFORMATION

3 SEX Female 4 RACIAL ORIGIN Scottish 5 Single, Married, Widowed or Divorced (If in the world) _____
6 BIRTHPLACE (Province or Country) Highland Scotland
7 DATE OF BIRTH (month, day and year) Oct 15 1856
8 AGE IN Years _____ Months _____ Days _____ If less than one day, hrs. or min. _____
9 OCCUPATION OF DECEASED (a) Retired (b) _____
10 If married give name of wife or husband of deceased _____
11 LENGTH OF RESIDENCE (in years and months) (a) At place of death 5 yrs (b) In province N.B.
12 Name of father Johnnie Stout
13 Birthplace of father Highland Scotland
14 Maiden name of mother Margaret A. Chayne
15 Birthplace of mother Highland Scotland
16 Informant's name R. S. Stout
Address Bathurst, N.B.
17 Relationship to deceased Brother
18 Place of burial, cremation or removal West Bathurst, N.B. Date of burial Sept 14 1933
19 Undertaker Elphinstone (Name) (Address)

MEDICAL CERTIFICATE OF DEATH

20 Date of death Sept 2 19 33
(Month, day and year)
21 I HEREBY CERTIFY that I attended deceased from July 20 19 33 to Sept 2 19 33, that I last saw him alive on Sept 1 19 33 at _____ that death occurred on the date stated above, at _____ p.m. or a.m. _____
The CAUSE OF DEATH was as follows: arteriosclerosis
(duration) 2 yrs. _____ mos. _____ dys.
CONTRIBUTORY _____
(duration) _____ yrs. _____ mos. _____ dys.
22 Where was disease contracted if not at place of death? _____
Did an operation precede death? no Date of _____
Nature of operation _____
Was there an autopsy? no
(Signed) R. S. Stout M.D.
Address Bathurst
Date Sept 14 1933
State the Disease causing death, or in death from Violent Causes, state (1) Means and Nature of Injury, (2) whether Accidental, Suicidal, Homicidal.
23 Filed Sept 16 R. S. Stout Sub-Deputy Registrar

Vital Statistics, Reg. 210 makes it the duty of the Undertaker or person acting as Undertaker to obtain all the particulars required in the "Certificate of Registration of Death" and to file the same with the Sub-Deputy Registrar who shall issue the burial permit.

(OVER)

1933 death certificate for Margaret ("Marguerite") Stout.
(FamilySearch.org)

In 1928 Stout spent portions of each year in Bathurst, New Brunswick, Canada likely to be close to family. She died there on September 2, 1933 at the age of 77. The cause of death is listed as arteriosclerosis on her death certificate, which also mentions that she had been a resident of Bathurst for five years. Her estate was probated in New Brunswick. As discussed in Donald Gaby's "The MacDonald House of Ormond Beach," written for the Halifax Historical Society in 2001, Stout's property at Ormond was left to her siblings:

Her Last Will and Testament bequeathed all of her real and personal property in Ormond Beach to her brother John G. Stout (also named as executor) and to her sister Emma C. Stout, to be shared equally ... An appraisal made at the time showed the house contained a shop, dining room, kitchen, bedroom and a closet on the first floor, three bedrooms, a sitting room and a closet on the second floor, plus two attic bedrooms. Probably the attic rooms were for servants. All rooms appear to have been well furnished. An evaluation of \$1,000 was given for the land and \$2,500 for the house and furnishings.¹⁹

¹⁹ Donald C. Gaby, "The MacDonald House of Ormond Beach," Halifax Historical Society *Halifax Herald*, Vol. 19, No. 1, Summer 2001, 4.

William and Elizabeth MacDonald, Second Owners

About 1940, Margaret Stout's family sold the property to William and Elizabeth MacDonald. William ("Billy") Alonzo MacDonald was born in Everett, Massachusetts in 1890. Details about his early life are scant, but a World War I draft registration card prepared in 1917 shows that MacDonald was then working as a bartender at the Briarcliff Lodge, located near Ossining, New York. The Tudor Revival style lodge was opened in 1902 as one of the largest luxury resorts in the world.

About 1920 MacDonald married Elizabeth Lowry, and city directories and other sources show them living at 35 Upper Croton Avenue in Ossining throughout the 1920s. However, by this time William MacDonald was already spending part of each year working in a tea room in Ormond Beach. According to William MacDonald's son, Frank MacDonald:

William MacDonald first started working in a tea room owned by a Mr. Kennedy. This tea room called the Hotel Street Tea Room was located behind the Hotel Ormond. He would work for Mr. Kennedy for six months and then return to his home up north in the city of Ossining ... Around 1922 Mr. Kennedy decided not to continue operation.

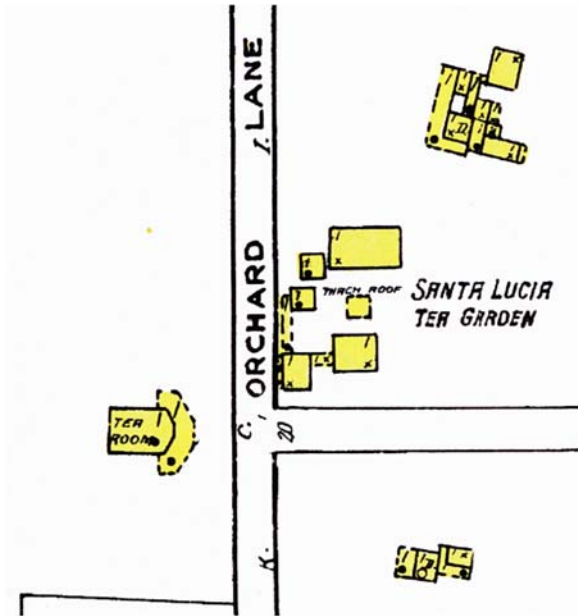
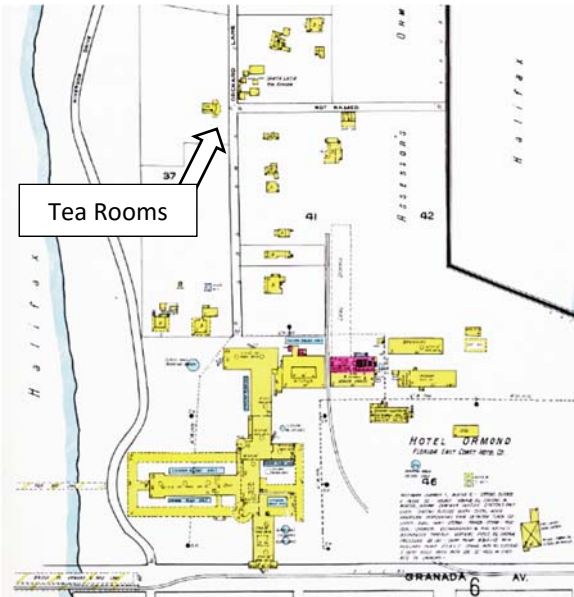
William MacDonald then went to work for a Mr. Thornton in the location of the present Billy's Tap Room. At that time, it was a drugstore with a gas pump out front. In 1926 Mr. Thornton expanded the building to the east and moved the drugstore into a newly constructed building. He then suggested Bill MacDonald buy the old area which he did, naming the business Billy's Tap Room.²⁰

"Mr. Kennedy" mentioned by Frank MacDonald may have been Thomas Kennedy, who worked as superintendent of service at the Ormond Hotel.²¹ "Mr. Thornton" was Macon Thornton, a prominent figure in early Ormond history. Mr. Thornton was born in Tennessee and later studied at the University of Tennessee. In 1891 he moved to Florida and worked for a drugstore in Jacksonville. In 1898, he moved to Ormond Beach where he opened a drugstore in what is today the two-story portion of Billy's Tap Room. The second floor provided living quarters. In addition to owning the Ormond Pharmacy, Thornton was also a postmaster for Ormond Beach, served two terms as mayor of Ormond, and in 1909 was elected to the Florida Legislature. He also served as president of the Florida State Pharmaceutical Association and as vice president of the Florida Association of Postmasters.²² During the early 1900s his wife Catherine served as recording secretary for the Florida Federation of Woman's Clubs and as corresponding secretary for the Ormond Village Improvement Association.

²⁰ Pat Sample (As told by Frank Macdonald), "A Little History of the MacDonald House," Ormond Beach Historical Trust Newsletter, Spring 1999, 3.

²¹ 1920 US Census.

²² Lewis Publishing Company, "Macon Thornton," *History of Florida Past and Present, Historical and Biographical, Issued in Three Volumes*, Volume II, (Chicago and New York: Lewis Publishing Company, 1923), 31.



At left: 1921 Sanborn map view showing the Ormond Hotel and buildings along Orchard Lane.
 At right: Enlarged image showing two adjacent tea rooms, one of which employed William MacDonald.
 Both were located on land formerly belonging to John Anderson and part of a network of guest cottages adjacent to the Ormond Hotel.

It appears that sometime after William MacDonald purchased the property for Billy's Tap Room from Macon Thornton, he remodeled the two buildings already standing on the lot (the two-story Ormond Pharmacy and a one-story building to the west). To these were added an additional one-story wing to the east along Halifax Avenue. All the buildings were then unified with Tudor Revival style architectural features, particularly the decorative half-timbering. Of interest, the final appearance of Billy's Tap Room appears to have been strongly influenced by the architecture of Briarcliff Lodge, the luxury resort where William MacDonald had worked during the 1910s.



At Left: circa 1905 view of the Briarcliff Lodge, where William MacDonald worked as a bartender before moving to Ormond Beach. (Wikipedia Commons)
 At right: a recent view of Billy's Tap Room. (Google Maps)

William MacDonald remained strictly a winter resident of Ormond for some time, and Billy's Tap Room was likewise operated seasonally through at least 1939. The 1930 US Census shows that MacDonald continued to maintain the residence he owned in Ossining, and that he identified himself as a merchant dealing in "novelties." At that time he shared the house with five children and his mother-in-law. It is not clear when the MacDonald family moved to Ormond full time, but they initially lived in the residential quarters above Billy's Tap Room. However, following the death of Margaret Stout, there was an opportunity to purchase the Stout-MacDonald House. The deal was brokered by Macon Thornton. As remembered by Frank Macdonald:

Mr. Thornton also had a real estate license that he had to keep active and he acquired the listing of the Queen Ann style house which was owned by a Mrs. Stout. He asked Bill MacDonald to place a bid on the property so that his license would be valid. Well it appears Mr. MacDonald placed a very low bid and a few weeks later to everyone's surprise Mrs. Stout accepted the offer. The year was 1939 and the war was beginning and things were slowing down so therefore a good deal was struck. The MacDonald family moved into this house with 4 bedrooms on the top floor, 4 bedrooms on the 2nd floor and one bedroom on the main floor.

The house apparently had two cisterns in the backyard. This collected water was then pumped up to two huge holding tanks next to the bathroom on the third floor, from there the water was gravity fed to the rest of the house.²³

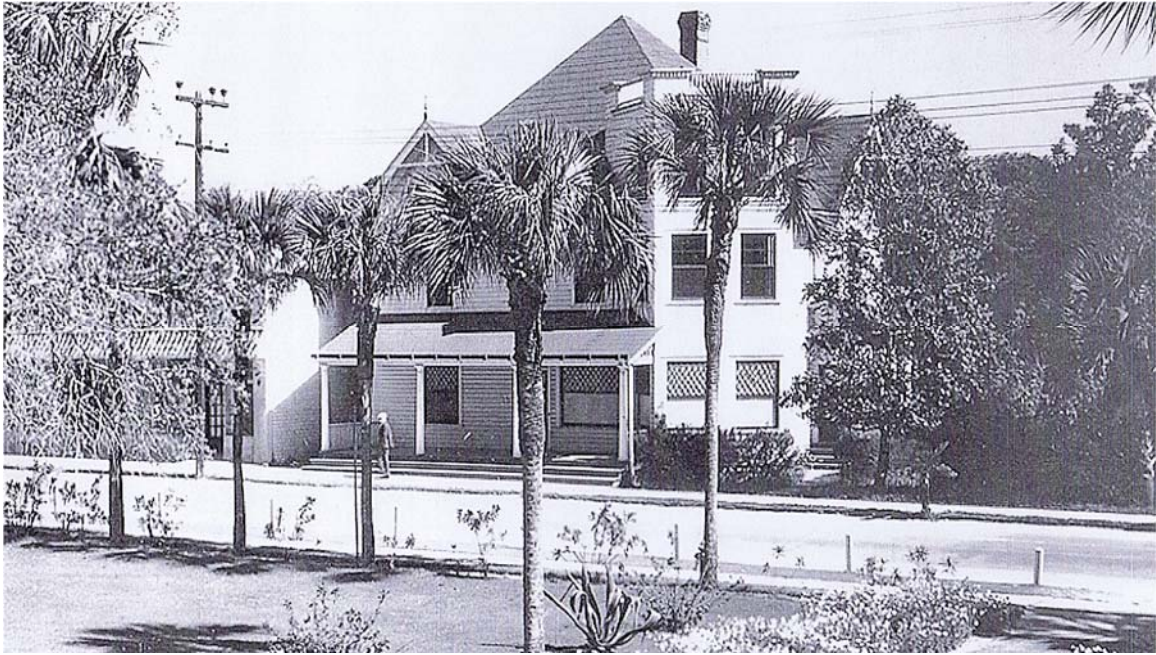
Another source states that the MacDonalds purchased the building for \$3,000 in 1941, rather than 1939. According to Donald Gaby, who also based his work on the recollections of Frank MacDonald:

Frank MacDonald, his [Billy's] son, lived in the house with his parents until he married in 1956 ... Frank MacDonald also remembered that the house then had one bedroom on the first floor, four on the second floor, and four on the third floor; and that those rooms were quite large. He took half of one third-floor bedroom to make a photographic darkroom ... Frank's older brother, Bill MacDonald, remembered a front porch that was beginning to rot and that good lumber was difficult to obtain after the war. Tired of constantly having to replace the old wood, they decided to simply remove that porch ...

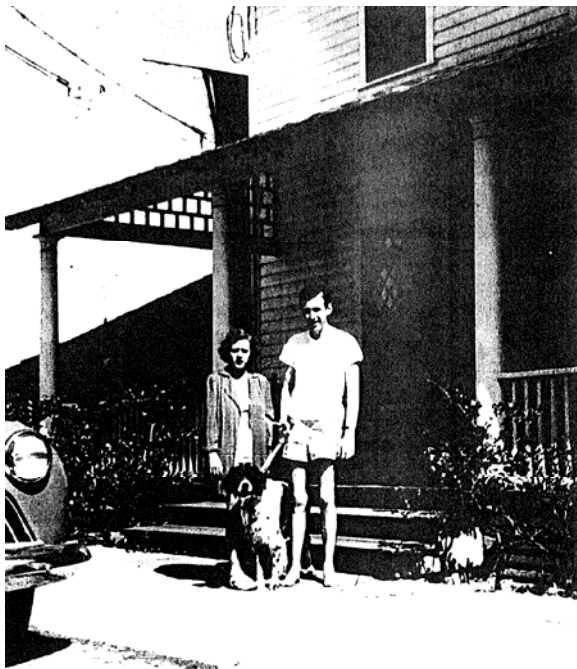
Bill MacDonald [also] remembered that for a few years around 1950, Maud von Woy, who operated an exclusive school for girls during the winter-months, rented the Stout-MacDonald House for use as a dormitory and that von Woy increased the number of bedrooms. That school was the Junior College for Young women located in the adjacent former Rockefeller residence, "The Casements," that she purchased in 1941. The school operated for a decade and perhaps toward the end of that period additional dormitory space was needed. During those winter months in the period around 1950, the MacDonald family moved to quarters above the nearby Billy's Tap Room.²⁴

²³ Pat Sample (As told by Frank Macdonald), "A Little History of the MacDonald House," Ormond Beach Historical Trust Newsletter, Spring 1999, 3.

²⁴ Donald C. Gaby, "The MacDonald House of Ormond Beach," Halifax Historical Society *Halifax Herald*, Vol. 19, No. 1, Summer 2001, 4-5.



Circa 1940 view of the Stout-MacDonald House.
(Collections of the Ormond Beach Historical Society)



Two circa 1940s views of the Stout-MacDonald House. At left: Frank Macdonald and his sister Betty Macdonald. Compared with the older photo of the property, these photos appear to indicate that the MacDonalDs added a railing to the porch and removed a portion of the front steps to install planting beds.
(Collections of the Ormond Beach Historical Society)

Tap Room Opens
 Billy's tap room, Ormond Beach, opposite the Ormond hotel, will officially open for the season this morning, it was announced last night by William M. MacDonald, manager. In preparation to the opening MacDonald has installed new and modern equipment, including a kitchen range. The new arrangement, he said, will make it possible to give customers better and prompt service at all times.

WANTED
Elderly Man For
Porter Work
 Also
Sandwich Counter Help
 Man or woman, white or colored.
 Apply
Billy's Tap Room
ORMOND BEACH
Phone 1270-R

At Left: 1939 newspaper notice discussing the seasonal opening of Billy's Tap Room. (*Daytona Beach Morning Journal*, November 4, 1939). At right: 1943 employment advertisement for Billy's Tap Room (*Daytona Beach Morning Journal*, May 11, 1943).

Subsequent Owners of the Stout-MacDonald House

William MacDonald died in December 1944. His wife Elizabeth continued to own the property until 1964, when the house was sold to Ormond Hotel Casements, Inc. The property then passed to the Ormond Hotel Corporation in 1969, and then to attorneys Thomas J. Wetherell and Thomas T. Cobb in 1972. The Stout-MacDonald House was finally acquired by the City of Ormond Beach in 1979. For many years the property was used as an annex to the Ormond Tennis Center.

In May, 1983 the Ormond Beach City Commission directed staff to proceed with the demolition process for the building. However, the Historic Landmarks Preservation Board voted to oppose the measure. In 1986, the Stout-MacDonald House was included in an inventory of historic buildings compiled for the City of Ormond Beach. The site form for the building was prepared by Historic Property Associates of St. Augustine, which recorded it with the Florida Master Site File number 8VO836. The form states the property is a circa 1885 Queen Anne style commercial building, and describes it as "a fine old building that has good reconstruction with the exception of the first story windows."

By the 1990s, the building was badly deteriorating. The Ormond Beach Historical Trust (now Historical Society) lobbied for preservation of the structure by reaching out to representatives of the Florida Trust for Historic Preservation and the National Trust for Historic Preservation. On June 15, 1994, the City of Ormond Beach applied to the Florida Department of State, Division of Historical Resources for a Special Category Historic Preservation Grants-In-Aid for the Stout-MacDonald House.

The grant requested several scopes of work, including the removal of a "lean-to addition" at the southwest corner and replacing it with a covered porch; removal of dropped ceilings and many "recent interior partitions";

removal of the restroom, shower elements and dropped ceilings on the second floor; installing HVAC equipment and ducts on the third floor; re-roofing with asphalt shingles, replacing rotted sheathing, and removing old windows to be replaced with wood true divided lite sashes or repaired and reglazed. On the first floor east façade, windows that had been previously removed would “have the openings filled and properly covered.”²⁵

In 1997-1998, a combination of city and state funding, along with private donations, were used to fund a partial restoration and rehabilitation of the building.²⁶ This included reconstruction of the original porch, as well as new windows, painting and other repairs. A summary of more recent actions regarding the building is included in the chronology at the beginning of this report.



1996 photo of the Stout-MacDonald House showing its exterior appearance prior to a rehabilitation.
(City of Ormond Beach)

²⁵ Troy Allen, Director of Civic & Cultural Resources, “Special Category Historic Preservation Grants-In-Aid MacDonald House, City of Ormond Beach,” 1994.

²⁶ Ormond Beach Historical Society, “The History of the MacDonald House,” Ormond Beach Historical Society Newsletter, Vol. 18, Issue 2, Summer 2015, 5.



Circa 1997 photo of the Stout-MacDonald House after restoration and rehabilitation. Note the reconstruction of the porch and new wood windows on the upper floors which matched the originals.
(Ormond Beach Historical Society)

Beach. When grant applications are made to the State, this report should be referenced, which will strengthen your application.

SUMMARY RECOMMENDATIONS

1. Update the National Register Nomination Form and any related site files to reflect additional historic data and the original construction date of 1903 as contained in this report. Submit the application to the National Park Service through the State of Florida Division of Historical Resources, for individual listing on the National Register of Historic Places.
2. Comply with the Secretary of the Interior's Standards for Rehabilitation.
3. Restore the building configuration to its historic period of concern appearance, i.e., ca. 1903 to 1940 and recognize the early historic significance by naming the resource the Stout-MacDonald House.
4. Submit this report to the State of Florida, Division of Historical Resources, for a courtesy review, and to support the National Park Service submission for individual listing.
5. Establish final uses for the building. This report recommends a mixed use occupancy consisting of the Museum of Ormond Beach History on the ground floor and two residential apartments on the upper floors.
6. Establish an action plan and schedule for rehabilitation of the Stout-MacDonald House.
7. Begin the application process for grant funding. Applications should be made to the State of Florida, DHR, for a Special Category Grant and to Volusia County for an Echo Grant.
8. Relocate the tennis pro shop and reconfigure the tennis court fencing to allow the central park to have unimpeded public access at its north and south ends. Locating the tennis pro shop at its south end will encourage use of the south parking lot for tennis players, which will free up the north lot for museum use and commercial use of shops along Granada. A site diagram of these synergies follows. (see next page)